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No. 1] NEW DELHI, SATURDAY, JANUARY 8, 1952

NOTICE

The undermentioned Gazettes of India Extraordinary were published during the week ending the 2nd January 1952 :—

| Issue No. | No. and Date | Issued by | Subject |
|-----------|--|---------------------|--|
| 218 | S. R. O. 2058, dated the 19th December 1951. | Ministry of Law. | Notification regarding list of valid nominations in connection with the elections in certain constituencies. |
| 219 | S. R. O. 2059, dated the 20th December 1951. | Ditto. | Notification regarding list of valid nominations in connection with the elections in certain constituencies. |
| 220 | S. R. O. 2060, dated the 21st December 1951. | Ditto. | Corrections made in S. R. O. 2009 dated the 18th December 1951. |
| 221 | S. R. O. 2061, dated the 24th December 1951. | Ministry of Finance | Certain declaration made by the Central Government on the recommendation of the Reserve Bank of India. |
| | S. R. O. 2062, dated the 24th December 1951. | Ditto. | Certain declaration made by the Central Government on the recommendation of the Reserve Bank of India. |

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF FINANCE (COMMUNICATIONS)

New Delhi, the 26th December 1951

S.R.O. 3.—The Central Government hereby directs that the following further amendments shall be made in the Rules relating to Postal Life Insurance and Endowment Assurance, namely:—

In rule 42 of the said rules.—

(i) In sub-rule (1) for the first paragraph the following paragraph shall be substituted, namely:—

"Loans may be granted on the security of policies issued under these rules."

(ii) In sub-rule (1), for the last para, the following para shall be substituted, namely:—

"The loan may be repaid at any time after six months. It may also be paid in instalments of amount not less than Rs. 10. The outstanding balance of a loan with interest will be recovered from the value of the policy at the time of settlement of a claim.

"Interest will be charged at 6 per cent. per annum compounding half-yearly and should be paid on or before the dates specified in the bond. Interest for the half year will be charged on the amount outstanding on the first day of the half-year and any repayments made during that half-year will be taken into account for calculation of interest only for the next half-year. The Director will send notice for payment of interest to each insured; but the responsibility for payment of interest rests solely on the insured and plea of non-receipt of notice cannot, in any circumstances, be accepted for non-payment of interest. If the interest is not paid on the due date, it will be added to the outstanding amount of loan and usual interest charged thereon. In case, the interest is not paid for more than three half-years, the Postmaster General, will be entitled to surrender the policy and to apply the surrender value thereof in payment of the said advance and interest, the balance, if any, of such surrender value being paid to the party entitled thereto. If the premiums remain unpaid for twelve months the policy will be automatically converted into a paid up on after allowing for the outstanding accumulated loan. Interest on a loan will accrue up to the date of maturity or of surrender of the policy."

(iii) For sub-rule (2), the following sub-rule shall be substituted, namely:—

"(2) Application for loan in the prescribed form available at any post office should be made to the Postmaster-General of the postal circle in which the applicant is residing. The form should be filled in and signed by the applicant in the presence of the Postmaster and the application together with the policy or policies handed over to the postmaster under receipt. The Postmaster-General will, on receipt of the application, verify by a reference to the file of correspondence relating to that policy whether the policy is free from encumbrances. He will, at the same time, ascertain from the Director the amount of loan which may be granted on the policy on the date of application and sanction the loan, if admissible, on the conditions stated above. A copy of the sanction with a loan bond duly completed should be forwarded to the Postmaster concerned with instructions to pay the amount to the applicant on his executing the loan bond. The loan bond after its execution should be returned by the Postmaster and kept with the policy and the application for loan in safe custody with the Postmaster General. The policy should be released to the insured person or the party legally entitled thereto, after ascertaining from the Director that the amount of loan and interest have been completely repaid."

(iv) For Note-2 below the rule the following Note shall be substituted, namely:—

"NOTE 2.—A second or subsequent loan not exceeding the amount prescribed in sub-rule (1) of this rule may be granted on the security of a policy on which one loan has already been granted. In such a case, the outstanding balance of the first loan together with interest due thereon up-to-date should be deducted from the amount of the second or subsequent loan applied for and sanctioned on the policy. Interest on that part of the fresh loan which is applied for repayment of the previous loan should not be charged again for that month".

[No. D.9437-C.I./51.]

R. NARAYANASWAMI, Joint Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

CUSTOMS

New Delhi, the 26th December 1951

S.R.O. 4.—In exercise of the powers conferred by section 188 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the

following further amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 17-Customs, dated the 17th February 1951, namely:—

In the said notification, for the words 'Shillong and Delhi' the words 'Shillong, Allahabad and Delhi' shall be substituted.

[No. 87.]

E. RAJARAM RAO, Joint Secy.

CUSTOMS

New Delhi, the 5th January 1952

S.R.O. 5—In exercise of the powers conferred by section 19 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby prohibits the bringing into India of any copy of any of the following books in Urdu, namely:—

- | | | |
|--------------------|---|--|
| 1. CHANDRA MOHINI | } | by Saddiq Haroon Sadq of Lahore (Pakistan). |
| 2. MARKA-E-SOMNATH | | |

or any translation, reprint or other document containing a substantial reproduction of any matter contained in any of the said books

[No. 88.]

S.R.O. 6—In exercise of the powers conferred by section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby exempts Green Tea exported from India from the whole of the customs duty (including the customs duty leviable under Section 11 of the Central Tea Board Act, 1949) leviable thereon.

[No. 1.]

D. P. ANAND, Dy. Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 26th December 1951

S.R.O. 7—In pursuance of sub-section (4) of section 5 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that the following further amendments shall be made in the schedule appended to its notification No. 32-Income-tax, dated the 9th November, 1946, namely:—

In the said schedule—

Under the sub-head 'I-Madras and Mysore'—

- (a) After entry '(15) Kolar' under Madras 'A' Range, the entry '(16) Coorg' shall be added.
- (b) The entry '(7) Coorg' under Coimbatore Range shall be deleted and the entry '(8)' shall be renumbered as '(7)'.

[No. 128.]

K. B. DEB, Under Secy.

MINISTRY OF INFORMATION & BROADCASTING*New Delhi, the 26th December 1951*

S.R.O. 8.—Shri S. K. Patil and Shri B. N. Sircar, members of the Central Board of Film Censors will, under sub-rule (2) of rule 4 of the Cinematograph (Censorship) Rules, 1951, retire on 15th January 1952.

[No. 35/6/50-F.]

C. B. RAO, Dy. Secy.

MINISTRY OF COMMERCE AND INDUSTRY**RUBBER CONTROL***New Delhi, the 24th December 1951*

S.R.O. 9.—In exercise of the powers conferred by clause (a) of sub-section (4) of section 12 of the Rubber (Production and Marketing) Act, 1947 (XXIV of 1947), the Indian Rubber Board hereby fixes the periods from 1st January to 30th June and from 1st July to 31st December, as the periods in respect of which assessments shall be made for the year 1952, of the amount of duty of excise fixed under the Notification of the Government of India in the late Ministry of Industry and Supply, No. 23(5)-IRP/47, dated the 30th September, 1947, as amended by that Ministry's Notification No. 23(5)-IRP/47, dated the 21st October, 1947.

KOTTAYAM;

10th December, 1951.

[No. 44(52).]

V. C. NAIDU, *Secretary*,*Indian Rubber Board.*

M. R. A. BAIG, Dy. Secy.

New Delhi, the 29th December 1951

S.R.O. 10.—In exercise of the powers conferred by sub-clause (a) of clause 2 of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Central Government is pleased to direct that the following amendment shall be made in the Notification of the Government of India in the Ministry of Industry and Supply, No. I(1)-4(41), dated the 7th September, 1950, as amended from time to time, namely:

To the Schedule annexed to the said Notification, the following entry shall be added, namely:—

“Supply Officer, Central Tea Board, Calcutta.”

[No. SC(A)-4(41).]

N. R. REDDY, Under Secy.

New Delhi, the 29th December 1951

S.R.O. 11.—In exercise of the powers conferred by section 3 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), the Central Government hereby directs that the said Act shall apply to raw jute and jute manufactures.

[No. PC-2(35)/51.]

S.R.O. 12.—In exercise of the powers conferred by section 22 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), the Central Government hereby directs that the powers under the provisions of the said Act specified in column 2 of the Schedule hereto annexed shall be exercisable also by the State Government specified in the corresponding entry in column 1 of the said Schedule.

THE SCHEDULE

| <i>State Governments</i> | <i>Provisions</i> |
|-----------------------------|--|
| (1) | (2) |
| GOVERNMENT OF MADRAS. | Sub-section (1) of section 19. |
| GOVERNMENT OF UTTAR PRADESH | Clause (a) of section 13 and sub-sections (1) and (3) of section 19. |
| GOVERNMENT OF WEST BENGAL | Clauses (a) and (b) of section 13 and section 19. |

[No. PC-2(35)/51.]

S.R.O. 13.—In exercise of the powers conferred by section 22 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), the Central Government hereby directs that the powers conferred on it by clause (c) of section 13 of the said Act shall, in respect of raw jute and jute manufactures, be exercisable also in the States of Madras, Uttar Pradesh, Bihar and West Bengal by the respective State Governments.

[No. PC-2(35)/51.]

C. R. NATESAN, Dy. Secy.

Bombay, the 31st December 1951

S.R.O. 14.—In exercise of the powers conferred on me by clause 22(1) of the Cotton Textile (Control) Order, 1948, I hereby direct that the following further amendments shall be made in the Textile Commissioner's Notification No. 9(9)-Tex.1/49(ii), dated the 19th March 1949, namely:—

In the said notification—

(1) In paragraph 1 after proviso (xvii) the following proviso shall be added, namely:—

“(xviii) Provided further that the maximum ex-factory price of cloth and yarn produced by a producer having a spinning plant and packed after 31st December 1951, shall be—

(a) in the case of ‘coarse’ and ‘medium’ cloth which has not been subjected to dyeing or printing, or in which dyed or printed yarn is not used, including ‘coarse’ and ‘medium’ dhoties, sarees and towels in which dyed yarn is used in borders only, and ‘coarse’ and ‘medium’ Mazri cloth in which sulphur black cotton dyed yarn is used the amount calculated in accordance with the formulae contained in Schedule A-11;

(b) in the case of all other cloth, the amount calculated in accordance with the formulae contained in Schedule A-11 less 4 per cent. thereof;

(c) in the case of yarn other than sewing thread yarn, as specified in Schedule B-11; and

(d) in the case of sewing thread yarn as specified in Schedule C-11.”

(2) In the Schedules after Schedule C-10, the Schedules A-11, B-11 and C-11 annexed hereto shall be added.

SCHEDULE 'A-11'

MAXIMUM EX-FACTORY PRICES OF CLOTH

Schedule of realisation Multipliers for all cloth packed by the Mills after 31st December, 1951

| Group | QUALITY (Basic) | | Reed Nos. | Picks Nos. | Permissible count variation for linking with each group | | Realisation mul- tiplier in annas per lb. of yarn woven | Variation in Realisation Mul- tiplier per count of yarn | Cotton adjustment |
|---------------|--------------------|------------------|--------------|---------------|--|-------------|--|--|---|
| | Count of Warp | Count of Weft | | | Warp Counts | Weft Counts | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| INDIAN COTTON | | | | | | | | | |
| I | 6 | 6 | 28 | 28 | 5 to 7 | 5 to 8 | 24.00 | 0.20 | No allowance for foreign Cotton is to be given even if it is used in any cloth linked to groups I to VI. If mills so desire, an allowance will be given on application to the Textile Commissioner for use of foreign Cotton in respect of very specialised quality cloths, only for export or for industrial uses. |
| II | 8 | 8 | 32 | 32 | 7 to 9 | 7 to 9 | 25.00 | | |
| III | 14 | 10 | 40 | 40 | 10 to 14 | 10 to 12 | 29.50 | | |
| IV | 14 | 14 | 44 | 44 | 12 to 16 | 13 to 16 | 31.75 | | |
| V | 20 | 20 | 52 | 52 | 18 to 20 | 18 to 24 | 37.75 | | |
| VI | 22 | 30 | 54 | 54 | 22 to 24 | 28 to 32 | 42.50 | 0.30 | An allowance of 24.5 annas per lb. of yarn woven is permissible for the warp yarn in cloth linked to Group VII and Warp and Weft yarn in cloth linked to Gr. VIII, provided :— (i) the cloth is woven with warp counts not less than 30s and reed not less than 64 ; and |
| VII | 30 | 30 | 56 | 56 | 28 to 32 | 28 to 32 | 47.25 | | |
| VIII | 30 | 40 | 62 | 62 | 28 to 32 | 38 to 42 | 50.25 | | |

(ii) African, Californian Middling (Minimum 1·1/16" Staple) and other equivalent cottons are used.

NOTE :—The reed restriction in sub-para. (i) above is not applicable to Dhories and Sarees linked to Group VIII.

IMPORTED COTTON CARDED/COMBED FOR SPECIAL VARIETIES.

| | | | | | | | | |
|-----|----|----|----|----|----------|----------|-------|------|
| IX | 40 | 40 | 66 | 66 | 36 to 42 | 38 to 42 | 78·25 | 0·40 |
| X | 44 | 50 | 68 | 68 | 42 to 44 | 44 to 50 | 84·00 | |
| XI | 44 | 60 | 70 | 70 | 42 to 44 | 58 to 62 | 86·25 | |
| XII | 50 | 60 | 72 | 72 | 48 to 52 | 58 to 62 | 91·75 | |

(a) For the use of combed Indian Cotton in qualities linked to Groups IX and/or X, provided previous sanction of the Textile Commissioner is obtained, the realisation multiplier applicable would be that for the respective group reduced by 10·25 annas per lb. of yarn woven.

(b) If imported and fully combed cotton is used, increase the multiplier by 7·5 annas per lb. of yarn woven for the use of African and Californian Cottons and 11·25 annas per lb. of yarn woven for the use of Giza 30 cottons and 13·50 annas per lb. of yarn woven for the use of Superior Egyptian Karnak and

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|----|
|---|---|---|---|---|---|---|---|---|----|

Menoufi type cotton.
If semi or partially
combed cotton is
used *combing charge*
shall not be permitted.

(c) In case of cloth
qualities manufac-
tured from Giza 30
and Karnak/Menoufi
cottons the following
allowances will be
given :—

(a) For cloths qua-
lities manufac-
tured from Giza
30, an allowance of
30-25 annas per
lb. of yarn woven
with not lower than
44s Warp and Weft
for the manufac-
ture of Dhories,
Sarees, Mulls, Voi-
les, Suesies, Pop-
lins and Shirtings,
linked to Groups
as under, provi-
ded the minimum
reed and picks
as specified are
maintained and the
difference between
the reed and picks
does not exceed
the maximum per-
missible difference
as provided in the

Schedule II of the
Notification No.
TCSI/20, dated 22nd
September, 1949.

| Quality | Reed. | Picks | Group to which to be linked. |
|---------------------------------------|-------|-------|---------------------------------|
| Sucies Poplins and Shirtings | 80 | 52 | X |
| Dhoties and Sarees | 56 | 56 | XI and XII |
| Mulls and Voiles | 56 | 52 | XI and XII |

(d) For cloth quantities manufactured from Karnak Menoufi Cottons as specified for use in Group XIII an allowance of 45.5 annas per lb. of yarn woven with not lower than 44s warp and weft for the manufacture of Dhoties, Sarees, Mulls, Voiles, Sucies, Poplins and Shirtings linked to Groups as under will be permitted, provided the minimum reed and picks as specified are maintained and the difference between the reed and picks does not exceed the

maximum permissible difference as provided in Schedule II of Notification No. TCSI/20 dated 22nd September, 1949.

Quality Reed. Picks. Group to which to be linked.

| | | | | |
|---------------------------------------|---|----|----|------------|
| Sarees Poplins and Shirtings | } | 88 | 56 | X |
| Dhoties and Sarees | | 56 | 56 | XI and XII |
| Mulls and Voiles | } | 56 | 52 | XI and XII |
| | | | | |

(ii) Mills which want an allowance for the use of Sudan Cottons equivalent to Giza 30 or other Superior Egyptian Cottons should apply to the Textile Commissioner with full particulars.

IMPORTED AND COMBED EGYPTIAN KARNAK (TYPES 154 to 163) Giza. 7,
Menoufi (Types 35 to 38) or equivalent Cotton.

XIII 60 80* 74 74 58 to 62 78₂ to 80 159-75 0-40

If uncombed or partially combed yarn is used, reduce the realisation multiplier by 13.50 annas per lb. of yarn woven.

IMPORTED AND COMBED EGYPTIAN KARNAK (TYPES 155 to 157) COTTON.

| | | | | | | | | |
|-----|----|----|----|----|----------|----------|--------|------|
| XIV | 70 | 90 | 78 | 78 | 68 to 72 | 88 to 96 | 178.75 | 0.50 |
|-----|----|----|----|----|----------|----------|--------|------|

If uncombed or partially combed yarn is used, reduce the realisation multiplier by 13.50 annas per lb. of yarn woven.

IMPORTED AND COMBED EGYPTIAN KARNAK (TYPE 155) COTTON.

| | | | | | | | | |
|----|----|-----|----|----|----------|-----------|--------|------|
| XV | 80 | 100 | 82 | 82 | 72 to 82 | 98 to 100 | 195.00 | 0.50 |
|----|----|-----|----|----|----------|-----------|--------|------|

NOTE.—The Realisation Multiplier specified for Groups XIII to XV above do not apply when Sudan Cotton is used. Hence where mills use Sudan Cotton and link the cloth produced to Groups XIII to XV should apply for fixation of prices to the Textile Commissioner, with full particulars.

METHOD OF LINKING

All varieties of cloth manufactured by Mills shall be linked with one or the other groups mentioned in the above Schedule.

2. The linking shall be made according as the counts of warp and weft fall within the permissible count variation specified in columns 6 and 7 of the Schedule.

3. (i) The basic adjustment between counts for cloth in each combination of counts shall be arrived at for the composite counts and is to be applied to the total weight of yarn in warp and weft including 5 per cent. allowance for wastage and coarseness of counts. In other words, actual yarn weight in both warp and weft of any cloth shall be worked out on the counts of yarn used in the cloth and the 5 per cent. allowance for wastage and coarseness should be added.

(ii) Calculation on fractions of counts shall not be permitted.

(iii) *Weight of weft should be calculated on the actual loom state length and not on the finished length of the piece.*

(iv) Wherever the count of weft is coarser than the count of warp separate linking for warp and weft with appropriate group of multipliers will be permitted provided the weft is spun from appropriate cotton and provided also that such counts of weft are selected from the next lower group.

(v) Wherever the count of weft is finer than the count of warp even beyond the counts of weft permitted under particular group in the Schedule, separate linking for warp and weft with appropriate group of multiplier will be permitted provided the weft is spun from appropriate cotton of the higher group and the minimum standard for picks is approved by the Textile Commissioner and provided that such counts of weft are selected from a higher group immediately next.

4. The basic realisation multiplier should be adjusted, wherever necessary, in the following manner:—

(a) Adjustment for cotton (Cotton allowance), see column 10 in the Schedule.

(b) Combing allowance.

(c) **Narrow width allowance.**—The above Schedule applies fairly uniformly for all Grey qualities of 30" and over and for all bleached, dyed and finished qualities of width 28" and over. For widths lower than 30" Grey or 28" Bleached, dyed or finished, the multipliers given in the above Schedule shall be increased by one anna per lb. of yarn woven (Splits should be excluded in all cases).

(d) Adjustment for count variation—See column 9 in the Schedule.

(e) (i) **Adjustment of variation in Reed.**—For every upward variation of 4 Reeds the multiplier specified in column 8 of the Schedule after adjustment as above, if any, shall be increased by half per cent.

(ii) **Variation of Picks.**—For every upward or downward variation of 4 picks the multiplier specified in column 8 of the Schedule after adjustment as above, if any, shall be increased or decreased by one per cent.

(f) **Twisted Yarn and Double Drawn qualities.**—(1) *Dosuti*: For such qualities which are both double drawn in the warp and Double wound in the weft, the appropriate multiplier after adjusting the count, reed and pick allowance shall be decreased by 5 per cent. with a minimum of $1\frac{1}{2}$ annas.

(ii) *Dedsuti*: For all such qualities with double drawn in the warp or two ply weft the appropriate multiplier after adjusting the count, reed and pick allowance shall be decreased by $2\frac{1}{2}$ per cent. with a minimum of $\frac{3}{4}$ anna.

(iii) **Twisted Yarn Qualities**: For all qualities manufactured out of double or more twisted yarn, the appropriate multiplier after adjusting the count, reed and pick allowance shall be decreased by $2\frac{1}{2}$ per cent. (with a minimum of $\frac{3}{4}$ anna) in case both the warp and weft yarn are twisted and by $1\frac{1}{2}$ per cent. (with a minimum of $\frac{3}{8}$ anna) in case either warp or weft yarn is twisted.

(g) The following Compensatory Allowance for Grey Cloth is permitted to those Mills who obtain not less than 75 per cent. of their motive power by burning coal and/or fuel oil in their boilers. The allowance is also subject to the conditions stipulated below:—

(i) The allowance shall be equivalent to $2\frac{1}{2}$ per cent. of the Realisation Multiplier after the same has been adjusted if necessary, in accordance with (a) to (e) above.

- (ii) The allowance shall apply to the weight of Grey yarn *only* from which the cloth is woven. Any scoured, bleached, dyed, printed or mercerised yarn used in the manufacture of cloth should be excluded from this allowance.

BLEACHING, DYEING, FINISHING AND OTHER CHARGES

5. The charges specified below are for the total weight of yarn, that is, the yarn weight calculated in accordance with para. 3 above.

(a) **Bleaching and Finishing Charges:—**

- (i) For cloth of Groups I to VI— $3\frac{1}{4}$ as per lb. of yarn woven.
- (ii) For cloth of Groups VII to XII— $4\frac{1}{2}$ as. per lb. of yarn woven.
- (iii) For cloth of Groups XIII to XV— $4\frac{1}{4}$ as. per lb. of yarn woven.
- (iv) Backfilling charges— $\frac{1}{2}$ anna per lb. of yarn woven.
- (v) Scouring charges— $1\frac{1}{4}$ as. per lb. of yarn woven.
- (vi) Schriener Calendering— $\frac{1}{4}$ anna per lb. of yarn woven.
- (vii) Water Proofing—3 as. per lb. of yarn woven.

(b) **Yarn Dyeing charges for Fast to Bleach Shades:—**

- (i) Dark and Medium shade border yarn for Sarees and Dhoties only—18 as. per lb. of yarn woven.
- (ii) Light shade border yarn for Sarees and Dhoties only— $11\frac{1}{4}$ as. per lb. of yarn woven.

NOTE.—For use of very dark colours higher charges (36 annas per lb. of yarn woven) will be sanctioned by the Textile Commissioner on application and approval of shades. In the absence of such specific sanction the charges shall not exceed 18 annas per lb.

- (iii) Dyed Yarn used in Sarees and Shirtings if two or more colours are used— $13\frac{1}{2}$ annas per lb. of dyed yarn used for all shades.
- (iv) Fast to bleach dyed yarn used in qualities other than those mentioned in (i) and (ii) above.
Medium shades— $13\frac{1}{2}$ annas per lb.
Light shades—8 annas per lb.

(c) **Charges for Dyeing yarn with Sulphur Dyes:—**

- (i) Dark Shades— $6\frac{1}{4}$ annas per lb.
- (ii) Medium and Light Shades— $3\frac{1}{2}$ annas per lb.

(d) **Piece Dyeing charges for Fast to Bleach Shades:—**

- (i) Medium or Dark shades— $11\frac{1}{4}$ annas per lb. of yarn.
- (ii) Light shades—8 annas per lb. of yarn.

(e) **Piece Dyeing charges for Sulphur Dyes:—**

- (i) Dark Shades— $6\frac{1}{4}$ annas per lb. of yarn.
- (ii) Medium and Light Shades— $3\frac{1}{2}$ annas per lb. of yarn.

(f) **Piece Dyeing charges for Naphthol Colours:—**

- (i) 1 per cent. Naphthol Shades— $6\frac{1}{4}$ annas per lb. of yarn.
- (ii) 2 per cent. Naphthol Shades—9 annas per lb. of yarn.

(g) **Other Piece Dyeing Charges:—**

- (i) Mineral Khaki Dyeing— $6\frac{1}{4}$ annas per lb. of yarn.
- (ii) Hydron Blue Dyeing (Dark Shade)— $11\frac{1}{4}$ annas per lb. of yarn.
- (iii) Sulphur Blue Dyeing (Dark Shade)—9 annas per lb. of yarn.
- (iv) Fast Aniline Black Dyeing— $13\frac{1}{2}$ annas per lb. of yarn.

(h) **Piece and Yarn Dyeing Charges for Commercial Quality, Direct or basic colours:—**

- (i)—Dark Shades— $5\frac{1}{2}$ annas per lb. of dyed yarn used in the body of cloth.
- (ii) Medium and Light Shades— $4\frac{1}{2}$ annas per lb. of dyed yarn used in the body of cloth.

NOTE.—(i) Dyeing of yarn for borders of Dhoties and Sarees with direct basic or sulphur colours is *not* permitted.

(ii) The charges specified in items (b) to (h) of this paragraph are inclusive of scouring and/or bleaching charges

6 Cotton Dyeing Charges:—

(i) Sulphur colours—9 annas per lb. of actual dyed cotton used in the yarn. This is inclusive of scouring charges

(ii) Dyeing charges for the use of Fast to Bleach dyes in Cotton Dyeing will be permitted for light or medium shades on the basis of the depth of the resultant shade of yarn spun from such dyed cotton

NOTE—Fast to Bleach cotton dyeing charges however cannot be permitted for Mazri Cloth which should be manufactured from a mixture of 25 to 33-1/3 per cent. Sulphur Black Dyed Cotton and Grey Cotton

7 Mercerising Charges —

(a) 3½ as per lb for cloth 4 ozs and heavier per sq yard

(b) 4½ as per lb for cloth lighter than 4 ozs per sq yard

(c) 4½ as per lb for yarn mercerised for all counts

NOTE—The charges specified are applicable only to *fully* mercerised cloth. It should be noted carefully that no allowance shall be claimed for mercerised yarn if such yarn is used either in border or in the body of a cloth which is piece mercerised after weaving

8 Charges for Roller Printing of all cloth of width 26 finished in fast to bleach Vat and Naphthol Colours.—Narrow width cloth shall not be printed, and no printing charges are permitted in such cases

(a) When the printed surface is less than one fifth (20 per cent) of the total cloth surface, no printing charges shall be realised

(b) When the printed surface is more than 20 per cent but less than 33½ per cent of the total cloth surface following charges shall be realised —

(i) Single colour printing—17 pies per yard

(ii) Two colour printing—19 pies per yard

(iii) Three colour printing—21 pies per yard

(iv) If a cloth is printed with more than three colours, only three colour printing charges, viz. 21 pies per yard shall be realised

(c) When the printed surface is 33-1/3 per cent or more of the total cloth surface, following printing charges shall be realised —

(i) Single colour printing—23 pies per yard

(ii) Double colour printing—26 pies per yard

(iii) Three colour printing—28 pies per yard

(iv) If a cloth is printed with more than three colours, only three colour printing charges viz. 28 pies per yard shall be realised.

(d) **Blotch Printed Design**—A Blotch Printed Design is a design that has a coverage of over 75 per cent of the total cloth surface with a solid print effect, achieved by line engraving, and having a high colour paste consumption

NOTE—A design will not be considered as a Blotch Design where the area coverage is achieved by stippled engraving

Mills must send samples of the printed cloth in *each and every colour set up* in which they want to print the designs while applying to this office for certificates to the effect that a design is 'Blotch Printed'.

Along with the certificates all approved sample cuttings will be sealed and attached.

Again when applying for approval of prices, mills shall have to send all the sample cuttings of the cloth in whichever colour set up the cloth is printed which should tally in all respects with the approved sample cuttings attached to the certificate. In other words if a mill prints cloth in colours different from the approved sample, in such cases the extra charge prescribed will not be permitted although the design might have been approved

Mills shall be permitted to claim an additional allowance of six pies per yard for 'Blotch Printed' designs of cloth over and above the roller printing charges specified in this paragraph provided the mills have obtained previously a certificate from the Textile Commissioner to the effect that the design is a 'Blotch Printed'

Design'. Mills should send samples for such certificate. Any allowance charged in the absence of such certificate shall be unlawful.

(e) Printing charges for cloth wider than 26" finished width shall be in proportion to the printing charges stipulated in (b), (c) and (d) above.

(f) Following additional charges may be realised for printing of borders on cloth:—

- (i) Where border is printed on both selvages. .. 6 pies per yard.
- (ii) Where border is printed on one selvedge. . 3 pies per yard.

NOTE.—(i) The printing charges enumerated in (b), (c), (d), (e) and (f) above are inclusive of any scouring and/or bleaching charges. If bleached or scoured cloth is either printed or dyed and discharge printed the charges specified above shall be reduced by $1\frac{1}{2}$ annas per lb. of yarn woven.

(ii) Manufacturers of Grey cloth who subsequently scour and/or bleach the cloth for the purpose of printing shall be permitted to add the printing charges specified in items (b), (c), (d), (e) and (f) above to the prices of the Grey cloth.

9. **Dual Processing.**—(i) In cases where (a) cloth containing cotton dyed yarn is piece dyed, or (b) piece dyed cloth is subsequently printed no charges for piece dyeing will be permitted.

(ii) No piece dyeing charges will be allowed in cases where cloth, containing more than 20 per cent. by weight of dyed yarn (in the warp or weft), is piece dyed.

10. Raising Charges.—

- (i) One passage two sides—3 pies per lb.
- (ii) Two passage one side—3 pies per lb.
- (iii) Three passages or more two sides—6 pies per lb.

11. Dobby Allowance for Borders in Dhoties and Sarees.—

- (i) Up to 12 shafts:
 - (a) $1\frac{1}{2}$ annas per lb. for 32s warp and below.
 - (b) 3 annas per lb. for 36s warp and above.
- (ii) From 13 shafts to 32 shafts: Double the charges in (i).
- (iii) From 33 shafts and above: Three times the charges in (i).

12. Allowance for Ground Dobby Weave.—

| <i>Warp Counts</i> | <i>Charges per lb. of warp yarn woven</i> | | |
|----------------------|---|-----------------------------|----------------------------|
| | <i>Up to 12 shafts</i> | <i>From 13 to 32 shafts</i> | <i>33 Shafts and above</i> |
| 15s and below | $\frac{3}{4}$ annas. | $1\frac{1}{2}$ annas. | $2\frac{1}{2}$ annas. |
| Between 16s and 35s. | $1\frac{1}{2}$ annas. | 3 annas. | $4\frac{1}{2}$ annas. |
| Between 36s and 57s. | 3 annas. | 6 annas. | 9 annas. |
| 58s and above | $4\frac{1}{2}$ annas. | 9 annas. | $13\frac{1}{2}$ annas. |

13. Jacquard Allowance.—

| <i>Wrap Counts</i> | <i>Charges per lb. of warp yarn woven</i> | | | |
|----------------------|---|--------------------------------|-------------------------------|------------------------|
| | <i>Up to 120 needles</i> | <i>above 120 and up to 240</i> | <i>Over 240 and up to 400</i> | <i>Above 400</i> |
| 15s and below | 3 annas. | $3\frac{1}{2}$ annas. | $4\frac{1}{2}$ annas. | $5\frac{1}{2}$ annas. |
| Between 16s and 35s. | 6 annas. | $7\frac{1}{2}$ annas. | 9 annas. | $10\frac{1}{2}$ annas. |
| Between 36s and 57s. | 9 annas. | $11\frac{1}{2}$ annas. | $13\frac{1}{2}$ annas. | $15\frac{1}{2}$ annas. |
| 58s and above. | 12 annas. | 15 annas. | 18 annas. | 21 annas. |

NOTE.—The allowance of Dobby and Jacquard work specified in paragraphs 11 to 13 above are to be added on the basis of weight of yarn in warp and border, exclusive of weight of weft yarn, but with the 5 per cent. allowance for wastage and coarseness of warp yarn. These charges would be permitted for the minimum number of Dobby shafts or jacquard needles required for the reproduction of the design.

14. Drop-box Allowance.—

| Warp Counts | Charges per lb. of yarn woven | |
|----------------------|-------------------------------|----------------------|
| | 2 and 3 shuttles | 4 shuttles and above |
| 15s and below | 4 annas | 5 annas. |
| Between 16s and 35s. | 8 annas. | 10 annas. |
| Between 36s and 57s | 12 annas. | 15 annas. |
| 58s and above | 16 annas. | 20 annas. |

NOTE.—The Drop-box allowance is to be taken on the total weight of yarn (warp and weft) in the piece including 5 per cent. allowance for wastage and coarseness. This allowance is permissible only for the minimum number of shuttles required for the reproduction of the pattern.

15. Leno Weave Allowance.—

| | | | | | | | |
|---|-----|-----|-----|-----|-----|-----|-----|
| (a) Doups per inch in Reed not exceeding | 3 | 6 | 9 | 12 | 14 | 16 | 18 |
| Allowance per inch of Grey width in annas per 24 yards meas. | 0.4 | 0.6 | 0.8 | 1.0 | 1.2 | 1.4 | 1.6 |

The maximum number of doups per inch in the reed for which the allowance will be given are:—

- (b) Resultant counts 10s to 16s Max: 14 doups per inch.
17s to 28s Max: 16 doups per inch.
29s to 40s Max: 18 doups per inch.

NOTE —(i) The term "Resultant Counts" is to be applied to the yarn passing through the doup. This is usually two or three-fold yarn.

(ii) In the case of patterned lenos, i.e. when a part of the cloth is leno weave and part some other weave the number of doups per inch is to be determined by dividing the total number of doups in the reed by the loom state width of cloth.

(iii) When the number of doups exceeds the number mentioned in sub-paragraph (b) the allowance given will be limited to the weight of yarn based on the number of doups per inch in sub-paragraph (b).

16. **Dhoties and Sarees Allowance.**—Border: (i) For Grey or Bleached double yarn in the borders of Dhoties and Sarees, the following charges per lb. of border yarn used are to be taken:—

| | | | | | | Rs. As. Ps. |
|---------------------------------|-----|-----|-----|-----|-----|-------------|
| 2/10s (Indian) | ... | ... | ... | ... | ... | 1 14 0 |
| 2/20s (Indian) | ... | ... | ... | ... | ... | 2 11 0 |
| 2/30s (Indian) | ... | ... | ... | ... | ... | 3 3 0 |
| 2/40s (Indian) | ... | .. | ... | ... | ... | 3 11 0 |
| 2/40s (African) | ... | ... | ... | ... | ... | 5 0 6 |
| 2/44s (Giza 30) | ... | .. | ... | .. | ... | 7 0 0 |
| 2/60s (Uncombed) Karnak/Menoufi | | | ... | ... | ... | 8 13 6 |
| 2/60s (Combed) Karnak/Menoufi | | | ... | ... | ... | 9 11 0 |
| 2/80s (Combed) Karnak/Menoufi | | | ... | ... | ... | 11 5 0 |

(ii) For dyeing and mercerising, add appropriate charges provided in the preceding paragraphs.

NOTE.—(a) For double yarn of counts other than those specified above following charges are to be realised:—

| | | |
|--|-----|----------------------|
| Any count between 2/10s and 2/20s Indian | ... | 1.3 annas per count. |
| Any count between 2/20s and 2/30s Indian | ... | 0.8 anna per count. |
| Any count between 2/30s and 2/40s Indian | ... | 0.8 anna per count. |
| Any count between 2/36s and 2/44s African | ... | 1 anna per count. |
| Any count between 2/60s to 2/80s Egyptian or equivalent. | ... | 1.3 annas per count. |

(b) The charges specified in this paragraph are to be applied in respect of the total weight of warp yarn used in the border; and for arriving at the price of the full piece, the weight of the border yarn should be deducted and only the weight of the ground cloth taken for the purposes of linking with the realisation multiplier given in the Schedule.

(c) In addition to the above, the following compensatory allowance may be added to the final prices of Dhooties and Sarees for loss of production:—

- (i) 3 pies per yard in the case of Dhooties and Sarees manufactured from 16s wrap and over and linked to Groups up to and including Group VIII.
- (ii) 6 pies per yard in the case of Dhooties and Sarees linked with Groups IX and above.

NOTE.—These compensatory allowances will be realised in respect of the Dhooties and Sarees the widths of which are not less than 40" either in Grey or Bleached condition. These will, however, be also realised in respect of Dhooties and Sarees the widths of which are less than 40" either in Grey or Bleached condition provided the entire responsibility of the disposal of such short width Dhooties and Sarees rests with the Mills.

17. Dyeing charges for the use of coloured yarn in the headings of Dhooties and Sarees are not permitted.

18. **Grandrelle Yarn.**—(i) One end Grey and one end colour are to be treated for dyeing charges as single yarn in respect of weight and half the dyeing charges appropriate to the depth of shade will be allowed on the total weight.

(ii) If both ends are coloured in different shades, the full weight will be taken, and the dyeing charges on full weight will be allowed at a rate which will be the average of the rates appropriate to each dyed shade.

19. **Realisation for use of Rayon (Artificial Silk) yarn in Cotton Cloth.**—Artificial Silk Yarn is permitted to be used as Warp only in Dhoty and Saree borders and as weft for the ground. Wherever artificial silk yarn is used in cotton cloth following prices per lb. of artificial silk yarn woven will be charged:—

- (a) Single Artificial Silk Rs. 6 4 0
- (b) Double Artificial Silk Rs. 7 8 0
- (c) For dyeing charge add Rs. 1-2-0 per lb. of artificial silk yarn in the case of fast to bleach dyeing.

20. **Drill Allowance.**—An allowance of half ($\frac{1}{2}$) anna per lb. of yarn woven will be permissible provided the weight of warp and weft yarn per square yard of drill is not less than $7\frac{1}{4}$ ozs.

NOTE.—The above allowance is not applicable to Twills which should be treated as Plain cloth.

21. **Terry Motion Allowance** ... 1 anna per lb. of yarn over and above the dobby allowance for the weight of warp only.

22. **Felt Calandering Allowance** Three pies per lb. for cloth linked to Groups IX to XV only.

23. For bleached, Dyed (Light and Medium Shades), or Printed Mulls and Voiles of 44" width and more and conforming to the following specifications, an additional allowance will be permitted as indicated against the respective qualities:—

- (i) Linked to Groups IX to XI with minimum of 48 Reed 44 Picks—5 pies per yard.
- (ii) Linked to Group XII and above with minimum 56 Reed 48 Picks—6 pies per yard.

24. In respect of the following qualities which are manufactured wholly from folded yarn in warp and/or weft, it will be permissible for Mills while calculating ceiling prices to add doubling charges on the weight of doubled yarn used as warp and/or weft equivalent to the difference between the maximum ex-factory price for single and double yarn per lb. for the respective counts:—

- (1) **Coating.**—(a) Bleached and Finished, Plain or/Dobby weave.
- (b) Piece-Dyed Fast to Bleach or Sulphur Dyed.
- (c) Striped or Check design wherein fast to bleach or Sulphur Dyed yarn is used.

- (2) **Shirtings and Sues, Plain Dobby or Leno.**—Wherein fast to bleach yarn is used.
- (3) **Poplin.**—Bleached or Dyed Fast to Bleach.
- (4) **Turkish Towels (Terry Towels).**—For the use of folded yarn in Ground warp in Turkish Towels appropriate doubling charges will be permissible.

25. **Special Allowance for Umbrella cloth.**—The following allowances for the manufacture of Umbrella cloth dyed Sulphur or Aniline Black and shower proofed will be permitted:—

- (i) For cloth with 22s warp and below with 3/52s Reed and 60 Picks or above. 3 annas per lb. of yarn woven.
- (ii) For cloth with 28s warp and over with Reed 3/52s and 60 Picks or above. 4 annas per lb. of yarn woven.

26. **Special Allowance for square mesh mosquito netting (Mock Leno) cloth.**—An additional allowance of five annas per lb. of yarn woven, over and above the allowance fixed for the use of African Cotton is permissible, for square mesh mosquito netting cloth provided African or equivalent cotton is used for both warp and weft yarn and the cloth is linked to Group VII and made fully upto the Government Specification No. CX-80(a).

27. **Allowance for Handkerchiefs.**—Provided the basic cloth is linked to Group X and over:—

- (i) **Hem-stitched.**—25 per cent. above the final price arrived at on the basis of the Schedule;
- (ii) **Ordinary Stitched.**—10 per cent. above the final price arrived at on the basis of the Schedule.

The above charges are inclusive of ironing and packing.

- (iii) Hemming charges for towels ... 1 anna each.
Hemming charges for sheets ... 2 annas each.

28. **Yarn in Selvages used in Cloths other than Patti Mulls and Volles.**—Double or single yarn if any, used in selvages of cloth other than Patti Mulls and Volles should only be treated falling within the warp yarn used in the cloth and will not be permitted to be taken as border yarn and will not be allowed the special charges for border yarn.

29. **Tapestries and Furnishing Fabrics.**—Ceiling Price for these will be fixed by the Textile Commissioner. Forms of manufacturing particulars are, therefore, required to be submitted by the Mills direct to the Textile Commissioner together with samples of the qualities.

30. **Bed Sheets or Chaddars.**—A Compensatory allowance of 3 ples per yard will be permissible for Plain Woven Bed Sheets or Chaddars in which headings or cross borders are introduced.

31. Schedule for calculating of Blanket Ceiling Prices.—

| Warp | Weft | Reed | Picks | Realisation Multiplier per lb. of yarn woven in annas. |
|------|------|------|-------|--|
| 14s | 2s | 36 | 20 | 22.50 |

NOTE.—(a) No adjustment is to be made for variation in counts of weft below 2s, adjustment for variation in counts of warp below and above 14s, and of weft above 2s, is to be made on the same basis as provided in the Schedule.

(b) For variation in Reed and Pick: Same as in the Schedule.

(c) The multiplier is to be applied for all Blankets where direct dyed cotton hard waste has been used.

(d) In case of Sulphur Dyed Cotton Blanket, an extra charge of 9 annas per lb. of dyed cotton actually used should be taken.

(e) No heading or hemming charges are to be taken.

(f) Raising charges are half an anna per lb. of yarn woven.

32. **Rounding off of ex-factory and Retail Prices.**—(i) Where the ex-factory prices are stamped per yard the prices should be rounded off by treating 0.51 pie and above as one pie and omitting 0.50 pie and below.

(ii) Where the ex-factory prices are stamped per pair or per piece the following method should be adopted:—

0.125 anna and below to be omitted.

0.126 anna and above upto 0.375 anna to be taken as $\frac{1}{4}$ anna.

0.376 anna and above upto 0.625 anna to be taken as $\frac{1}{4}$ anna.

0.626 anna and above upto 0.875 anna to be taken as $\frac{1}{2}$ anna.

0.876 anna and above to be taken as one anna.

(iii) In respect of the maximum retail price to be stamped on cloth, rounding off should be done in the following manner:—

(a) Where the retail price is stamped per yard the rounding off should be done by omitting all fractions of a pie, i.e. even .99 pie should be omitted.

(b) Where the retail price is stamped per pair or per piece the rounding off should be to the lower quarter of an anna, as for instance 11.99 pice should be rounded off to 9 pice and 2.99 pice would have to be omitted altogether.

33. **Packing.**—Cloth prices calculated as above are inclusive of charges for standard make up and packing in securely packed bales as under, starting from the inner most layer.

1 layer of paper, kraft, wrapping (inner) or Fenta.

1 layer of light hessian, Bents or Chatui (Palm Leaf matting).

1 layer of paper, packing, waterproof, or 1 layer of Alkathene Film.

1 layer of tarpaulin (only during monsoon months).

1 layer of Heavy or Medium Hessian (outer).

The hoops used should be of standard gauge and should be used on all the six sides of each halo in the case of Dhooties, Sarees etc.

NOTE. - (i) Where tarpaulin is not readily available an additional layer of waterproof paper can be used.

(ii) Instead of two layer, one of light hessian, ferts or Chatai or Palm Leaf Matting and the other of waterproof packing paper or Alkathene film, a single layer of Hessian lined with Alkathene may be used.

SCHEDULE 'B-11'

MAXIMUM EX-FACTORY PRICES OF YARN PACKED BY THE MILLS AFTER 31ST DECEMBER, 1951.

| | Rs. per 10 lbs. |
|---------------------|--------------------|
| 2½ Waste | 9 10 0 |
| 1½ Waste | 9 10 0 |
| 2s Waste | 10 0 0 |
| 3s Waste | 10 1 0 |
| 4s Waste | 10 2 0 |
| 6s Waste | 11 0 0 |
| 7s Waste | 11 1 0 |
| 1½, coloured mixing | 9 12 0 |

| Counts | Cotton | Minimum product of counts and lea strength in lbs. | Price per 10 lbs. | | | | | |
|--------|--------|---|-------------------|-----|-----|----------|-----|-----|
| | | | Single] | | | Two-fold | | |
| 1 | 2 | 3 | 4 | | | 5 | | |
| | | | Rs. | As. | Pf. | Rs. | As. | Ps. |
| 4s | Indian | 800 | 12 | 14 | 6 | 13 | 12 | 6 |
| 6s | " | 800 | 13 | 2 | 6 | 14 | 0 | 6 |
| 8s | " | 800 | 13 | 6 | 6 | 14 | 4 | 6 |
| 10s | " | 800 | 14 | 5 | 0 | 15 | 9 | 6 |
| 12s | " | 800 | 14 | 9 | 0 | 15 | 13 | 6 |
| 14s | " | 1100 | 16 | 10 | 0 | 17 | 14 | 6 |
| 16s | " | 1100 | 17 | 4 | 0 | 19 | 2 | 6 |
| 18s | " | 1200 | 18 | 12 | 0 | 20 | 13 | 0 |
| 20s | " | 1200 | 19 | 0 | 0 | 21 | 3 | 6 |
| 22s | " | 1200 | 19 | 6 | 0 | 21 | 13 | 0 |
| 24s | " | 1200 | 19 | 12 | 0 | 22 | 6 | 6 |

| | 1 | 2 | 3 | 4 | | | 5 | | |
|--|---|--------|------|-----|-----|-----|-----|-----|-----|
| | | | | Rs. | As. | Ps. | Rs. | As. | Ps. |
| 26s | . | Indian | 1200 | 22 | 0 | 6 | 24 | 11 | 0 |
| 28s | . | " | 1200 | 22 | 4 | 6 | 24 | 15 | 0 |
| 30s | . | " | 1200 | 22 | 8 | 6 | 25 | 3 | 6 |
| 32s | . | " | 1200 | 22 | 14 | 6 | 25 | 9 | 6 |
| 36s | . | " | 1300 | 23 | 0 | 6 | 26 | 11 | 0 |
| 40s | . | " | 1300 | 24 | 10 | 6 | 28 | 0 | 6 |
| 40s Foreign African/Californian | . | . | 1800 | 39 | 4 | 0 | 42 | 10 | 0 |
| 42s Ditto | . | . | 1800 | 39 | 10 | 0 | 43 | 2 | 6 |
| 44s Ditto | . | . | 1800 | 40 | 0 | 0 | 43 | 11 | 0 |
| 60s Foreign Giza 30 and other equivalent Cottons—Carded. | . | . | 1800 | 62 | 14 | 0 | 68 | 6 | 0 |
| 60s Foreign Giza 30 and other equivalent Cottons—Combed. | . | . | 2000 | 69 | 9 | 0 | 75 | 1 | 0 |
| 60s Foreign Egy. Karnak/Menoufi—Carded | . | . | 2000 | 72 | 3 | 0 | 77 | 11 | 0 |
| 60s Foreign Egy. Karnak/Menoufi—Combed | . | . | 2200 | 80 | 3 | 0 | 85 | 11 | 0 |
| 80s Foreign Egy. Karnak/Menoufi—Carded | . | . | 1800 | 77 | 3 | 6 | 85 | 15 | 6 |
| 80s Foreign Egy. Karnak/Menoufi—Combed | . | . | 2000 | 85 | 3 | 6 | 93 | 15 | 6 |
| 100s Foreign Egy. Karnak/Maarad Superior Combed | . | . | 2000 | 102 | 14 | 0 | 115 | 2 | 0 |
| 4s to 9s Mixed yarn | . | . | | 7 | 9 | 6 | 8 | 7 | 6 |
| 10s to 20s Mixed yarn | . | . | | 10 | 7 | 6 | 12 | 11 | 0 |
| 22s to 30s Mixed Yarn | . | . | | 11 | 6 | 0 | 14 | 1 | 0 |
| 32s to 40s Mixed yarn | . | . | | 15 | 1 | 6 | 18 | 7 | 6 |
| 42s to 50s Mixed yarn | . | . | | 20 | 15 | 0 | 25 | 3 | 0 |
| 52s to 60s Mixed yarn | . | . | | 31 | 0 | 0 | 36 | 3 | 0 |
| 62s to 80s Mixed yarn | . | . | | 43 | 2 | 0 | 49 | 2 | 0 |
| 82s to 100s Mixed yarn | . | . | | 52 | 10 | 0 | 61 | 4 | 0 |

NOTE.—In the case of yarn the rounding off of the Retail prices should be to the lower half anna, that is 11.99 pice should be rounded off to 6 pice and 5.99 pice will have to be omitted altogether.

1. All prices are for grey yarn of full count (subject to standard tolerances in count) and of the minimum count less strength product given in column 3 full reeling in hanks packed in 10s lbs. bundles and in bales/cases.

2. Odd counts of yarn are not permitted for sale.

3. For folded yarns over two-fold add 1 anna per ply to the two-fold prices indicated.

4. For other counts (exclusive of fractional counts) the ex-factory price shall be the price specified above, for the count next below, increased by :—

3 annas per count in the case of 32s to 60s (Carded).

4 annas per count in the case of 60s to 80s (Combed).

5 annas per count in the case of 80s to 100s (Combed).

5. Cheesing and/or Coning charges including case Rs. 2 0 0 per 10 lbs. upto and including 30s.

Rs. 3 0 0 per 10 lbs. over 30s.

6. Yarn supplied on beams may be charged by the supplying manufacturer at the following maximum prices :—

(a) Upto and including 20s . . . @ 2 annas per lb. above the ex-mill price per bundle as notified.

(b) Over 20s and upto and including 40s . . . @ 3 annas per lb. above the ex-mill price per bundle as notified.

(c) Over 40s . . . @ 4 annas per lb. above the ex-mill price per bundle as notified.

(d) Yarn delivered by a manufacturer on bobbins or in any other form will not be charged anything higher than the ceiling price or ex-mill price whichever is lower.

7. Mills who obtain not less than 75 per cent. of their motive power by burning coal and/or fuel oil in their boilers will be permitted to increase the above prices of grey yarn by 2½ % as compensatory coal and/or fuel oil Allowance rounding off the final price to the nearest half anna.

8. *Packing*.—The above yarn prices are inclusive of charges for standard make up and packing, in securely packed bales as under, starting from the innermost layer.

- 1 layer of paper, kraft, wrapping (inner) or fents.
- 1 layer light hessian, Fents or Chatai (Palm leaf matting).
- 1 layer of paper, packing, waterproof, or 1 layer of Alkathene film.
- 1 layer of tarpaulin (only during monsoon months).
- 1 layer of Heavy or Medium Hessian (outer).

NOTE.—(i) Where tarpaulin is not readily available an additional layer of waterproof paper can be used.

(ii) Instead of two layers, one of light hessian, fents or Chatai or Palm Leaf Matting and the other of waterproof packing paper or Alkathene film, a single layer of hessian lined with alkathene may be used.

SCHEDULE 'C'

SCHEDULE OF MAXIMUM EX-FACTORY PRICES OF SEWING THREAD YARNS PACKED BY THE MILLS AFTER 31ST DECEMBER 1951

| Serial No. | Counts | Type of Cotton | Minimum Lea Breaking Strength at R.H. 80/70% | | Description | Maximum ex-factory price per bundle of 10 lbs. Bld/Dyed. |
|------------|---------------|---------------------------|--|---------------|------------------------------------|--|
| | | | Grey lbs. | Bld/Dyed lbs. | | |
| 1 | 2 | 3 | 4 | | 5 | 6 |
| | | | | | | Rs. As. Ps. |
| 1. | 2/20s | Indian | 200 | 190 | Bleached | 28 10 0 |
| 2. | 2/20s | Indian | 200 | 190 | Bld. Dyed Direct | 31 7 0 |
| 3. | 2/20s | Indian | 200 | 190 | Bld. Dyed Sul. colours. | 32 13 0 |
| 4. | 2/28s | Indian | 170 | 160 | Bleached | 34 8 0 |
| 5. | 2/28s | Indian | 170 | 160 | Bld. Dyed Direct. | 37 5 0 |
| 6. | 2/28s | Indian | 170 | 160 | Bld. Dyed Sul. colours. | 38 12 0 |
| 7. | 2/30s | Indian | 160 | 150 | Bleached | 34 13 0 |
| 8. | 2/30s | Indian | 160 | 150 | Bld. Dyed Direct. | 37 10 0 |
| 9. | 2/30s | Indian | 160 | 150 | Bld. Dyed Sul. colours. | 39 0 0 |
| 10. | 2/8s Crochet | African | Single Thread Test 25" = 7½ lbs. | | Bld. & Merced. | 44 12 0 |
| 11. | 2/8s Crochet | African | Single Thread Test 25" = 7½ lbs. | | Bld. Dyed Fast and Merced. | 55 4 0 |
| 12. | 2/8s Crochet | Superior Egyptian. | Do. | | Bld. & Merced. | 76 6 0 |
| 13. | 2/8s Crochet | Superior Egyptian. | Do. | | Dyed Fast and Merced. | 86 15 0 |
| 14. | 2/10s Crochet | Superior Egyptian Combed. | Single Thread Test 25" = 6 lbs. | | Bld. Merced. and Gassed. | 87 3 0 |
| 15. | 2/12s Crochet | African | Single Thread Test 25" = 5 lbs. | | Bld. & Gassed | 44 10 0 |
| 16. | Do. | Do. | Do. | | Bld. Merced. and Gassed. | 40 11 0 |
| 17. | Do. | Do. | Do. | | Bld. Dyed Fast Merced. and Gassed. | 57 4 0 |
| 18. | 2/12s Crochet | Superior Egyptian. | Single Thread Test 25" = 5 lbs. | | Bld. & Gassed | 76 4 0 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----|---------------|---------------------------|------------------|---------------|---|
| | | | | | Rs. As. Ps. |
| 19 | 2/12s Crochet | Superior Egyptian. | Single Test lbs. | Thread 25"=5 | Bld. Merod. and Gassed. 78 6 0 |
| 20 | Do. | Do. | Do. | | Bld. Dyed Fast Merod. and Gassed. 88 15 0 |
| 21 | 2/12s Crochet | African Combed | Do. | | Bld. Merod. and Gassed. 52 10 0 |
| 22 | 2/12s Crochet | Do. | Do. | | Bld. Dyed Fast Mer. and Gassed. 63 3 0 |
| 23 | 2/12s Crochet | Superior Egyptian Combed. | Single Test lbs. | Thread 25"=5 | Bld. Merod. and Gassed. 87 12 0 |
| 24 | 2/12s Crochet | Superior Egyptian Combed. | Single Test lbs. | Thread 25"=5 | Bld. Dyed Fast Mer. and Gassed. 98 5 0 |
| 25 | 2/16s | Egyptian Carded | Single Test lbs. | Thread 25"=4½ | Bld. Merod. and Gassed. 80 5 0 |
| 26 | 2/16s | Egyptian Combed. | Single Test lbs. | Thread 25"=4½ | Bld. Merod. and Gassed. 89 11 0 |
| 27 | 0/22s | Egyptian Carded. | Single Test lbs. | Thread 25"=14 | Bleached. 81 2 0 |
| 28 | 0/22s | Do. | Do. | | Bld. Polished and Direct Dyed. 83 14 0 |
| 29 | Do. | Egyptian Combed. | Single Test lbs. | Thread 25"=14 | Bleached. 90 8 0 |
| 30 | Do. | Do. | Do. | | Bld. Polished and Direct Dyed. 93 5 0 |
| 31 | 4/24s | Egyptian Carded. | Single Test lbs. | Thread 25"=5 | Bld. and Merod. 83 7 0 |
| 32 | 2/28s | African | 200 | 190 | Bleached 57 14 0 |
| 33 | 2/28s | African | 200 | 190 | Dyed Direct 60 11 0 |
| 34 | 2/28s | African | 200 | 190 | Dyed Sul. Colours. 62 2 0 |
| 35 | 2/28s | Superior Egyptian. | 240 | 230 | Bleached 83 5 0 |
| 36 | 2/28s | Superior Egyptian. | 240 | 230 | Dyed Direct 86 2 0 |
| 37 | 2/28s | Superior Egyptian. | 240 | 230 | Dyed Sul. colours 87 9 0 |
| 38 | 2/30s | African | 190 | 180 | Bleached 58 3 0 |
| 39 | 2/30s | African | 190 | 180 | Dyed Direct 61 0 0 |
| 40 | 2/30s | African | 190 | 180 | Dyed Sulphur Colours. 62 6 0 |
| 41 | 2/30s | Superior Egyptian. | 230 | 220 | Bleached 83 10 0 |
| 42 | 2/30s | Superior Egyptian. | 230 | 220 | Dyed Direct 86 7 0 |
| 43 | 2/30s | Superior Egyptian. | 230 | 220 | Dyed Sul. Colours 87 13 0 |
| 44 | 2/30s | Superior Egyptian. | 230 | 220 | Dyed Fast 94 2 0 |
| 45 | 2/30s | Superior Egyptian Combed. | 230 | 220 | Bld & Polished 93 0 0 |
| 46 | 6 × 2/30s | African | 205 | 195 | Bleached 59 9 0 |
| 47 | Do. | Do. | 205 | 195 | Bld. Dyed Fast 70 2 0 |
| 48 | Do. | Superior Egyptian. | 205 | 195 | Bleached 85 0 0 |

| 1 | 2 | 3 | 4 | 5 | 6 | Rs. As. Ps. | | |
|----|-------------|-------------------------|------------------------|-------------------|--|-------------|----|---|
| 49 | 6 × 2/30s . | Superior Egyp- tian. | 205 | 195 | Bld. Dyed Fast | 95 | 9 | 0 |
| 50 | 6/30s . | Egyptian Com- bed. | Single Test lbs. | Thread 25"=5 | Bleached | 95 | 10 | 0 |
| 51 | 6 × 2/36s . | Egyptian Com- bed. | Single Test lbs. | Thread 25"=12 | Bld. Mered. and Classed. | 99 | 13 | 0 |
| 52 | 12/36s . | Egyptian Com- bed. | Single Test lbs. | Thread 25"=11 | Bld. Mered. and Classed. | 99 | 13 | 0 |
| 53 | 12/36s . | Do. | Single Test lbs. | Thread 25"=11 | Bld. Merod. Classed and Dyed Fast. | 110 | 6 | 0 |
| 54 | 2/40s . | African | 160 | 150 | Bleached | 53 | 13 | 0 |
| 55 | 2/40s . | African | 160 | 150 | Dyed Direct | 50 | 12 | 0 |
| 56 | 2/40s . | African | 160 | 150 | Dyed Sulphur Colours. | 58 | 2 | 0 |
| 57 | 2/40s . | Egyptian Com- bed. | 190 | 170 | Bld. and Polish- ed. | 95 | 0 | 0 |
| 58 | 6 × 2/40s . | African | 160 | 150 for 2/40s. | Bleached | 53 | 5 | 0 |
| 59 | 6 × 2/40s . | African | 160 | 150 | Bld. and Dyed Fast. | 65 | 14 | 0 |
| 60 | 2/50s . | Egyptian Com- bed. | 135 | 125 | Bld. & Polished | 98 | 13 | 0 |
| 61 | 4/50s . | Egyptian Com- bed. | Single Test lbs. | Thread 25"=2½ | Bleached | 99 | 1 | 0 |
| 62 | 4/50s . | Egyptian Com- bed. | Do. | . | Bld. Merod. Gas- sed and Polish- ed. | 102 | 7 | 0 |
| 63 | 4/60s . | Do. | Single Test lbs. | Thread 25"=2½ | Bleached | 104 | 5 | 0 |
| 64 | 6/60s . | Do. | Single Test lbs. | Thread 25"=3 | Bleached | 104 | 10 | 0 |

[No. 9(9)-Tex 1/49.]

T. SWAMINATHAN, Textile Commissioner.

MINISTRY OF FOOD AND AGRICULTURE**AGRICULTURE***New Delhi, the 26th December 1951*

S.R.O. 15.—In exercise of the powers conferred by section 18 of the Indian Coconut Committee Act, 1944 (X of 1944), and in supersession of the notification of the Government of India in the Ministry of Food and Agriculture No. F. 2-70/51-Comm.II, dated the 11th October, 1951, the Central Government hereby directs that the following amendment shall be made in the Indian Central Coconut Committee, Rules, 1945, namely:—

In the said Rules, Rule 1 shall be renumbered as sub-rule of that Rule and after the sub-rule is so renumbered, the following sub-rule shall be inserted, namely:—

"2. (2) They extend to the whole of India except the State of Jammu and Kashmir."

[No. F. 2-70/51-Comm.II.]

K. R. DAMLE, Joint Secy.

New Delhi, the 28th December 1951

S.R.O. 16.—In exercise of the powers conferred by clause 6 of the Sugar and Gur Control Order, 1950, the Central Government is pleased to direct that the following amendment shall be made in the notification of the Government of India in the Ministry of Food and Agriculture No. S.R.O. 1598, dated the 18th October, 1951, namely,—

In explanation (3) of the said notification under "U.P. East", item "(10) Pipriach Sugar Mills Ltd., Pipraich" shall be deleted and subsequent items shall be renumbered in numerical order.

[No. SV-101(1)/51-52]

New Delhi, the 29th December 1951

S.R.O. 17.—In exercise of the powers conferred by clause 11 of the Sugar and Gur Control Order, 1950, the Central Government is pleased to direct that subject to any general or special order which may from time to time be issued by them in this behalf, the powers conferred by the first proviso in the Ministry of Food and Agriculture Notification No. S.R.O. 1597, dated the 18th October, 1951, shall be exercisable by the Cane Commissioner, Uttar Pradesh, in respect of transport of sugarcane by road by sugar factories in that State.

[No. SV-101(1)/51-52]

P. A. GOPALAKRISHNAN, Joint Secy.

MINISTRY OF REHABILITATION

New Delhi, the 17th December 1951

S.R.O. 18.—In exercise of the powers conferred by section 4 of the Influx from Pakistan (Control) Act, 1949 (XXIII of 1949), the Central Government hereby directs that the following further amendment shall be made in the permit System Rules, 1949, namely:—

For sub-rule (2) of rule 31 of the said Rules, the following sub-rule shall be substituted, namely:—

"(2) Notwithstanding anything contained in sub-rule (1), the following classes of persons entering India from any place in East Pakistan shall be required to be in possession of a permit, that is to say:—

(a) persons whose domicile of origin is in West Pakistan:

Provided that a Government officer having his domicile of origin in West Pakistan while posted to East Pakistan, and coming to India from East Pakistan, shall not require a permit if he holds a valid certificate of identity issued by the Head of Department or office in which he is serving.

Provided further that the following categories of persons also shall not require a permit if they hold an identity card issued by the Head of a Government Department or Government office in East Pakistan in which an officer referred to below is serving:—

- (i) Personal staff of an officer having his domicile of origin in West Pakistan while posted in East Pakistan, when such officer is travelling on official duty only;
- (ii) Family members accompanying such officer irrespective of whether such officer is travelling on official duty or not;
- (iii) Family members of such officer even when travelling alone.
- (b) Persons whose domicile of origin is in East Pakistan but who are residing in West Pakistan by reason of any employment or in the exercise of any trade, profession or calling;

- (c) persons whose domicile of origin was in India but who have acquired a new domicile in West Pakistan;
- (d) persons domiciled in India who after a temporary visit to, or stay in, West Pakistan, return to India through East Pakistan."

[No. III/PMT/X-1/51(15).]

D. R. KOHLI, Dy. Secy.

MINISTRY OF RAILWAYS
(Railway Board)

New Delhi the 27th December 1951

S.R.O. 19.—In exercise of the powers conferred by section 47 of Indian Railways Act, 1890 (IX of 1890), read with the notification of the Government of India in the late Department of Commerce and Industry No. 801, dated the 24th March, 1905, the Railway Board hereby directs that the following further amendment shall be made in the General Rules for all open lines of Railways in India, published with the notification of the Government of India in the late Railway Department (Railway Board) No. 1078-T, dated the 9th March, 1929, namely:—

In the Schedule appended to Part III of the said Rules:—

After Serial No. 66, the following Serial Nos. and entries shall be inserted namely:—

| 1 | 2 | 3 | 4 | 5 | 6 |
|----|---------------------|-----------------------|---|---|---|
| 67 | Oil Dressed Fabrics | Packed in metal drums | Must not be carried in the brake van of mixed trains. May also be carried in bags in covered iron vehicles in full wagon load | | |
| 68 | Anti-gas Fabrics | —do— | —do— | | |

[No. 1263-TG.1]

RAJENDRA DEV,
Dy. Director, Traffic.

MINISTRY OF LABOUR

New Delhi, the 31st December 1951

S.R.O. 20.—In pursuance of section 39 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to direct that its power under section 3 of the said Act, shall be exercised by the Chief Labour Commissioner (Central) in respect of any industrial establishment in a mine or oilfield situated in any Part B State.

[No. LR1(134).]

S.R.O. 21.—In exercise of the powers conferred by the sub-sections (2) and (3) of section 8 of the Provident Funds Act, 1925 (XIX of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the "Employees State Insurance Corporation" and directs that the provisions of the said Act shall apply to the Provident Fund established for the benefit of the employees of the Employees State Insurance Corporation.

[No. SS.122(16).]

S. NEELAKANTAM, Dy. Secy.

New Delhi, the 28th December 1951

S.R.O. 22.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 3 read with clause (1h) of sub-section (1) of section 4 and sub-section

(2) of section 5 of the Minimum Wages Act, 1948 (XI of 1948), the Central Government hereby fixes in respect of each class of employees specified in column II of the Schedule annexed hereto and employed on road construction or in building operations under the Central Public Works Department, minimum rates of wages shown against that class in column III of the said Schedule, the proposals in respect of the same having been previously published as required by clause (b) of sub-section (1) of section 5 of the said Act.

2. This notification shall come into force on and from the date of its issue.

SCHEDULE

Construct Labour of the Central Public Works Department.

| Serial No. | Class of employees | All-inclusive minimum rates of wages per day |
|------------|--------------------|--|
| I | II | III |
| | | Rs. As. |
| 1 | <i>Madras</i> | |
| | Mazdoor (woman) | -/14/- |
| | Boy above 12 years | -/12/- |
| 2 | <i>Tinnevely</i> | |
| | Mazdoor (woman) | -/10/- |
| | Boy above 12 years | -/10/- |
| 3 | <i>Tuticorin</i> | |
| | Mazdoor (woman) | -/10/- |
| | Boy above 12 years | -/10/- |

[No. LWI-24(33).]

New Delhi, the 31st December 1951

S.R.O. 23.—In pursuance of the provisions of rule 4 of the Coal Mines Rescue Rules, 1939, the Central Government hereby reconstitutes, with effect from the 1st January 1952, the Rescue Stations Committee and directs that it shall consist of the following members, namely:—

- (1) Shri S. N. Ramnathan, Inspector of Mines nominated by the Chief Inspector of Mines;
- (2) Mr. G. W. Hegg, Eastern Coal Co. Ltd., Bhowra, nominated by the Indian Mining Association;
- (3) Shri B. N. Banerjee, 58, Jatin Das Road, Calcutta-29, nominated by the Indian Mining Federation;
- (4) Shri D. K. Samanta, Patherdih Colliery, Patherdih, nominated by the Indian Colliery Owners' Association.
- (5) Mr. R. Roberts Arnold, Amlabad Colliery, Bhowra, nominated by the National Association of Colliery Managers, Indian Branch;
- (6) Shri D. P. Chatterjee, Jaipuria Colliery, Ondal, nominated by the Indian Mine Managers Association;
- (7) Shri P. C. Bose, M.L.A. (Bihar), Secretary, Indian Miners Association, Jharia, nominated by the registered trade unions in the collieries (to represent the interest of miners);
- (8) Shri D. N. Sen, M.L.A. (West-Bengal), 115E, Dharamtalla Street, Calcutta, nominated by the Central Government (to represent the interest of miners); and
- (9) Shri Mahesh V. Desai, General Secretary, Koyla Mazdoor Panchayat, Jharia, nominated by the Central Government (to represent the interest of miners).

[No. M-54(4)/51.]

S.R.O. 24.—For the purpose of fixing in pursuance of sub-section (1) of section 3 read with clause (iii) of sub-section (1) of section 4 of the Minimum Wages Act, 1948 (XI of 1948), minimum rates of wages payable to the classes of employees employed on road construction or in building operations and in stone breaking or stone crushing in such portions of the railways as are situate in the States of Madhya Pradesh, Punjab, Delhi and Bihar, the Central Government hereby publishes, as required by clause (b) of sub-section (1) of section 5 of the said Act its proposals in the Schedule annexed hereto for the information of persons likely to be affected thereby and specifies the 5th March, 1952 as the date on which the said proposals will be taken into consideration.

2. All representations which may be received before the said date by the Central Government with respect to the said proposals will be considered by the said Government.

SCHEDULE

Classes of employees employed on road construction or in building operations and in stone breaking or stone crushing in such portions of the Railways as are situate in the States of Madhya Pradesh, Bihar, Punjab and Delhi.

| Serial No. | Name of the State | Class of employees | Proposed minimum rates of wages | All-inclusive |
|------------|-------------------|--|--|----------------|
| 1 | 2 | 3 | 4 | |
| 1 | Madhya Pradesh | Employment on road construction or in building operations. | Rs. 0-10-0 per day in Ohhindwara and Mandla districts and other areas in Jabalpur, and Sagar districts. | |
| 2 | Ditto. | Employment in stone breaking or stone crushing. | Rs. 0-9-0 per day in Raipur, Bilaspur, Durg, Raigarh, Bastar and Surguja districts. Rs. 0-10-0 per day for adult female at Nagpur town and in Wardha, Buldana, Akola, Nimar, Hoshangabad, Bhandara and Balaghat districts, Jabalpur, Katni and Sagar towns and places within 10 miles radius of those towns. Rs. 0-8-0 per day in Amravati, Yeotmal, Betul, Nagpur, (excluding Nagpur Town), Ohhindwara, Chanda and Mandla districts and other areas in Jabalpur and Sagar districts. Rs. 0-7-0 per day in Raipur, Bilaspur, Raigarh, Bastar, Surguja and Durg districts. | |
| 3 | Punjab | Employment on road construction or in building operations and in stone breaking or stone crushing. | Daily Rs. As. P. | Monthly Rs. |
| | | 1. Unskilled labour (Mazdoor, Beldar, etc.) | | |
| | | (a) Man | 1 12 0 | 45 |
| | | (b) Woman | 1 8 0 | .. |
| | | (c) Boy | 1 6 0 | .. |
| | | 2. Concrete (Hand) Mixer | 1 12 0 | 45 |
| | | 3. Survey Khalasi | | |
| | | 4. Chowkidar | | |
| | | 5. Mali | | |

| 1 | 2 | 3 | 4 |
|-----|--|--|----------------|
| | | Daily Rs. A. P. | Monthly Rs. |
| 6. | Bellow Boy | 1 0 0 | .. |
| 7. | Mate | | |
| 8. | Head Mali | | |
| 9. | Head Survey Khalasi | .. | 55 |
| 10. | Daffadar | | |
| 11. | Thatcher | 2 8 0 | 65 |
| 12. | Sawer Helper | 2 8 0 | 65 |
| 13. | Fireman at Brick Kiln | .. | 75 |
| 14. | Brick Moulders | Rs. 4-4-0 for moulding thousand bricks. | one |
| 15. | Tile moulders— | | |
| | (i) 9" size | Rs. 6-4-0 for moulding thousand tiles. | one |
| | (ii) 12" size | Rs. 7-4-0 for moulding thousand tiles. | one |
| 16. | Stone Breakers— | | |
| | (i) Quartzite stone (for gauge of metal from 1½" to 2") | Rs. 11 per hundred cubic feet. | |
| | (ii) Sand stone (for gauge of metal from 1½" to 2") | Rs. 7 per hundred cubic feet. | |
| | (iii) Brick Ballast (Gauge from 1½" to 2") | Rs. 3-8-0 per hundred cubic feet. | |
| 17. | Tar Sprayer | 2 4 0 | 60 |
| 18. | Bajri Spreader | | |
| 19. | Boilerman | | |
| 20. | Bucketman | | |
| 21. | Handleman | | |
| 22. | Fireman | | |
| 23. | Hole Driller | 2 0 0 | 50 |
| 24. | Cleaner | | |
| 25. | Quarry Operator | | |
| 26. | Jumper-man | | |
| 27. | Hammer-man | | |
| 28. | Distemperer | 4 8 0 | 110 |
| 29. | Brick Layer—Class I | | |
| 30. | Stone Mason—Class I | | |
| 31. | Stone Chisler—Class I | | |
| 32. | Carpenter—Class I | | |
| 33. | Blacksmith—Class I | 4 8 0 | 110 |
| 34. | Pipe Fitter—Class I | | |
| 35. | Painter or Varnisher—Class I | | |
| 36. | Plumber—Class I | | |
| 37. | Plasterer (Mason)—Class I | | |
| 38. | Brick Layer—Class II | | |
| 39. | Stone Mason—Class II | | |
| 40. | Stone Chisler—Class II | | |
| 41. | Carpenter—Class II | | |
| 42. | Blacksmith—Class II | | |
| 43. | Pipe Fitter—Class II | | |
| 44. | Painter or Varnisher—Class II | | |
| 45. | Plumber—Class II | 3 8 0 | 95 |
| 46. | Plasterer (Mason)—Class II | | |
| 47. | Glazier | | |
| 48. | Wood Cutter | | |
| 49. | Floor Polisher | | |
| 50. | Well Sinker | | |
| 51. | Caneman | | |
| 52. | Stone Blaster | | |
| 53. | White Washing and Colour Washing Man | | |
| 54. | Fitter for Bending Bars or re-inforcement | | |

| 1 | 2 | 3 | 4 |
|---|---|---|----------------|
| | | Daily Rs. AS. P. | Monthly Rs. |
| | 55. Sawyer (ARAKASH)— | | |
| | (i) Sawing of soft timber | Rs. 6 for hundred square feet. | |
| | (ii) Sawing of hard timber | Rs. 12 for hundred square feet. | |
| | | Daily Rs. AS. P. | Monthly Rs. |
| | 56. Bahishti (with Mashak)— | 2 8 0 | .. |
| | 57. Steam Road Roller Driver | .. | 55 |
| | 58. Lorry Driver | | |
| | 59. Water Pump Mechanical Driver | | |
| | 60. Mixer Mechanical Driver | | |
| | 61. Stone Crusher Mechanical Operator. | | |
| | 62. Boatman | .. | 60 |
| | 63. Head-Boatman | .. | 65 |
| 4 | Delhi | Employment on road construction or in building operations. | |
| | 1. ADULTS. | | |
| | (1) Beldar or Mazdoor-Male | 1 12 0 | .. |
| | (2) Beldar or Mazdoor Female | 1 8 0 | .. |
| | (3) Watchman or Chowkidars and peons | 1 14 0 | 57 |
| | (4) Other unskilled employees | 1 12 0 | .. |
| | 2. ADOLESCENTS. | *1 4 0 | .. |
| | Employment in stone breaking and stone crushing | | |
| | 1. Rock Breakers | 4 0 0 | .. |
| | 2. Rock Stone Breakers. | 3 0 0 | .. |
| | 3. Stone Carriers | 2 0 0 | .. |
| | 4. Adult unskilled male workers | 1 12 0 | .. |
| | 5. Adult unskilled female workers | 1 8 0 | .. |
| | 6. Adolescents | *1 4 0 | .. |
| | *NOTE.—This rate will apply to all adolescents certified fit to work as adults. | | |
| 5 | Bihar | Employment on road construction or in building operations | 1 12 0 45 |
| | | Employment in stone breaking or stone crushing. | 1 12 0 45 |

[No. LWI-24(74).]

S.R.O. 25.—In exercise of the powers conferred by clause (1) of Article 258 of the Constitution, the President hereby entrusts to the Government of Patiala and East Punjab States Union, with their consent, the functions of the Central Government under the Minimum Wages Act, 1948 (XI of 1948) in so far as such functions relate to the fixation of minimum rates of wages payable to employees employed

in stone braking and stone crushing operations carried on in mines situated in the State of Punjab and East Punjab States Union and the appointment of Claims Officers under section 20 of the said Act in respect of the aforesaid employees.

[LWI-24(87).]

P. N. SHARMA, Under Secy.

New Delhi, the 27th December 1951

S.R.O. 26.—In pursuance of section 17 of the Industrial Disputes Act 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the Industrial Tribunal (Punjab National Bank Dispute), in respect of certain applications under section 33-A of the said Act preferred by workmen of banking companies.

Reference No. 7 of 1951

AWARD

This is an application made by one Mr. Balakrishnan Suri, Presumably under section 33 read with section 33A of the Industrial Disputes Act. The application has been sent by post and no one appeared on behalf of the applicant. I find from the application that the petitioner is a clerk working in the National Bank of Lahore Ltd., Amritsar. This Tribunal has nothing to do with that Bank and therefore, this application cannot be entertained by this Tribunal. I award that this application be dismissed. A Copy of this Award shall be sent to Government under Section 33A of the Industrial Disputes Act for necessary action.

(Sd.)

Chairman,
Industrial Disputes Tribunal,
New Delhi.

Dated, 19th December 1951.

Reference No. 4 of 1951

PADAM CHAND JAIN.—Petitioner.

Versus.

THE FUNJAB NATIONAL BANK LTD.—Respondent.

PRESENT:

Shri A. N. Sen—Chairman.

Shri H. L. Parwana, President, All India Employees' Federation, Delhi.

Shri Padam Chand Jain, Secretary, Uttar Pradesh Bank Employees Union, Agra, and,

Shri Radhey Lal Aggarwal, representing the Punjab National Bank Ltd.

AWARD

This is an application under section 33 read with section 33(A) of the Industrial Disputes Act 1947 as amended up to the 1st July, 1950. The applicant is one Padam Chand Jain, he is represented by the Uttar Pradesh Bank Employees Union, Agra.

His complaint is that whereas at the inception of these proceedings his working hours were 36 hours per week, it has been increased to 48 hours a week during the pendency of the proceedings. These proceedings commenced on July 2nd, 1951. At that time the working hours of this applicant were 36 hours for a week. On November 9, 1951, the working hours have been altered to 48 hours per week. According to the petitioner this act on the part of the Bank offends against the provisions of section 33 of the above-mentioned Act and he asks that this Tribunal should make an award holding that this alteration is against the provisions of section 33(a) and submit its award to the Central Government.

In opening this case a short history leading to the present question was given and it is this: When the petitioner, Padam Chand Jain, took up service there was no specific provision regarding the number of working hours. There was a dispute concerning this Bank and other Banks which came up before a Tribunal presided over by Shri K. C. Sen, retired Judge of the Bombay High Court. That Tribunal made an award on 12th August 1950, in which it fixed the working hours as 36 hours per week. On 9th April 1951, the award was set aside by the Supreme

Court. The working hours, however, continued to be 36 hours a week even after the setting aside of the award. Thereafter, as I have stated before, the working hours were increased to 48 hours per week on 9th November 1951.

The contention on behalf of the petitioner was two-fold. First it was said that this change in the working hours offended against the terms of section 7 sub-section (a) of the Industrial Disputes Amendment and Temporary Provisions Act, 1951, inasmuch as it altered the scale of pay of the petitioner. The second contention was that in any event the act of the Bank contravened the provisions of section 33(a) of the Industrial Disputes Act because it altered the conditions of service applicable to him immediately before the commencement of the present proceedings. The first point was given up when it was pointed out to him that there had been no alteration in the scale of pay or rate of allowance. On his behalf this point of view was accepted and the contention that the scale of pay had been altered was given up. In my opinion, section 7(a) of the Industrial Disputes Amendment and Temporary Provisions Act 1951 has no application to the facts of this case as the scale of pay has not in any way been touched. I now take up for consideration the second and more important point namely that by increasing the working hours section 33(a) of the Industrial Disputes Act 1947, has been contravened. In support of this point it was argued that after the award by Shri K. C. Sen, the working hours were 36 hours per week and the continuance of the period of working hours matured into a condition of service, by increasing the working hours to 48 hours, a condition of his service was altered.

On behalf of Mr. Aggarwal, three objections were raised. They are as follows:—

- (1) The present case is not governed by the provisions of section 33 of the Industrial Disputes Act, 1947.
- (2) Even if it be so governed, section 33 has not been contravened, and,
- (3) As this question of working hours is before a Tribunal presided over by Shri Shastri, the matter should be left to that Tribunal and there should be no decision on it by this Tribunal.

I shall take up for consideration the last ground first. In my opinion, there is no substance in it. The matter may or may not be pending before the Tribunal presided by Shri Shastri, the fact it is pending before that Tribunal cannot in any way preclude this Tribunal from giving its decision in the matter once it is brought up before it. It is true that Shri Shastri's Tribunal is dealing with a large number of Banks and that this Tribunal is dealing only with a single Bank, but that in my opinion, makes no difference and cannot effect the maintainability of the application before this Tribunal. The Act is quite clear and it nowhere says that because the same matter is before another Tribunal which is dealing with a larger number of Banks, therefore, it should not be dealt with by another Tribunal. Strictly speaking, that Tribunal has not yet been fully constituted as only the Chairman has been appointed, the other members of the Tribunal not having been chosen yet. This disposes of the third point. I next take up the first point for consideration. It was argued by Mr. Aggarwal that before action can be taken under section 33 it must be established that the alteration is to the prejudice of the workman concerned in the industrial dispute. He contends that in the present dispute only the 150 persons named in Schedule II of the order appointing this Tribunal are workmen concerned in the dispute and that the present applicant not being included in the list of 150 persons, it cannot be said that he is concerned with the dispute. I have held in my order dated 24th September 1951 that the dispute which has to be decided by this Tribunal is one between the Bank and all its workmen and I would refer to that order for the reasons for holding such a view. In my opinion, the disputants are the Bank on the one side and its workmen on the other. It is not correct to say that the dispute is between the Bank and the aforesaid 150 persons named in Schedule II. Mr. Aggarwal contends that even if that be a correct view he would stress the word "in" in the phrase concerned in such dispute. He says that the workmen may be concerned with the dispute but they are not concerned in the dispute. The workmen according to him are merely persons championing the cause of these 150 persons in a dispute between them and the Bank. In support of this contention he refers to the case *R. B. S. Jain Rubber Mills Vs. Their Workmen*, reported in April, 1951, *Labour Law Journal*, page 387. In my opinion, that case has no application and I am not prepared to accept all that has been said in that case. I find it difficult to hold that a disputant is not concerned in the dispute. If he is a disputant he is primarily concerned in the dispute. This point, therefore, also fails.

The second point is far more substantial and I agree with the view put forth by Mr. Aggarwal. He points out that conditions of service mean either conditions contained in the contract of service, or conditions imposed by a duly empowered authority upon the parties, or by statute. The mere fact that for a certain period

the Bank is satisfied in allowing its employees to work 36 hours per week does not mean that the Bank has adopted this period as a condition of service. He draws my attention to the fact that formerly the employees' hours of work were 48 hours per week and says that there was nothing to prevent the Bank reverting to the old position. As stated before, I agree with this view. There was no condition of service regarding hours of work when the employees were taken on and the Bank in its discretion can from time to time prescribe the hours of work. The contention on behalf of the petitioner that because immediately before the constitution of this Tribunal the hours of work were 36 hours per week, therefore, it was a condition of service, does not appeal to me. For various reasons the Bank may reduce the hours of work and for other reasons it may increase the working hours of its employees. There is no bar to the Bank doing this either by the terms of any express contract or by the terms of any order passed by an authority empowered to make such orders or by statute. The Sen Award is no longer in force and it must be taken to be non-existent. Had it been still in force the position would have been quite different because that Tribunal had authority to impose terms concerning working hours. No question of waiver, estoppel or limitation arises in this case. The Bank is free in this matter until a duly constituted authority passes an order imposing a condition regarding working hours or a statute prescribes such condition or there is a contract to this effect.

In this view I am of the opinion, that this application must be dismissed. This award shall be sent to the appropriate Government in accordance with the provisions of section 33(A).

(Sd).

Chairman,

Industrial Disputes Tribunal,
New Delhi.

Dated, 17th December 1951.

Reference No. 6 of 1951

OM DATT.—Petitioner.

Versus

PUNJAB NATIONAL BANK LTD.,—Respondent.

PRESENT :

Shri A. N. Sen.—Chairman.

Shri H. L. Parwana, President, All India Punjab National Bank Employees' Federation, Delhi.

Shri Radhey Lal Aggarwal, representing the Punjab National Bank Ltd., Delhi

AWARD

This is an application by one Om Dutt an employee of the Punjab National Bank for action under section 33 read with section 33(A) of the Industrial Disputes Act, 1947. The facts alleged in his petition are as follows: The petitioner was working in Jullundur City since the year 1944 when he joined the service of the Bank. After the last strike in the Bank the authorities transferred him to the Alwar branch of the Bank in October, 1951, during the pendency of these proceedings. His contention is that by this transfer the authorities "in one way have penalised me from my genuine and lawful trade union activities during the last strike or and in other way they have tried to hamper the work of the Punjab National Bank Employees union of which I happen to be the office Secretary". He adds that he is also an Assistant Secretary of the All India Bank Employees Association and that by this transfer the work of the Association is suffering. On these grounds he invokes the aid of the above-mentioned sections. The learned representative of the aforesaid Om Dutt states that he relies upon section 33(b) of the Industrial Disputes Act and not upon section 33(a). His contention is that the transfer is a case of victimisation due to the trade union activities of the petitioner and that consequently section 33 sub-section (b) comes into operation and the order of transfer should be cancelled. His further case is that the petitioner has been punished for his trade union activities, the punishment being that he has to keep up two separate establishments and incur additional expenses.

The petition is a short one and I have given the entire gist of it. The first question for determination is whether inconveniencing the trade union by a transfer of one of its active members would attract the operation of section 33(b) of the Industrial Disputes Act. In my opinion, causing inconvenience to a trade union has nothing to do with section 33(b) of the Industrial Disputes Act. Even if it be

conceded that the Bank transferred Om Dutt in order to inconvenience the union that fact alone would not be covered by section 33(b) which is in the following terms:

“(b) Discharge of punishment whether by dismissal or otherwise any workman concerned in such dispute”.

Nowhere in the sub-section do we find anything which would suggest that a transfer made with the object of impeding the work of a trade union would entail such an order being set aside on the ground that it contravenes the provisions of section 33(b). The word transfer is not used at all. Of course, the words “or otherwise” appear in the section, but that relates to the discharge or dismissal by way of punishment of the person concerned. It has no relation to the prevention of trade union activity. The next point for consideration is whether the petitioner has been punished. I would like to stress the fact that the punishment must be of the petitioner and not of the trade union. Nowhere in the petition has the petitioner indicated how he has been punished personally. He says that he has been penalised for his trade union activities; of how he has been penalised he gives no indication. It is argued on his behalf that the transfer would result in extra expenditure on his part but that is not stated in his petition. It is conceded that workers in a Bank are in the ordinary course of business liable to be transferred. No Bank can possibly run if it has no right to transfer its employees from one place to another. The transfer may cause some inconvenience but all employees are bound to suffer this inconvenience unless there is some stipulation in their conditions of service which say that they will remain stationary at one place. It is not suggested that there was any such stipulation in the case of the petitioner Om Dutt. Words like victimisation and malafides have been used in the course of the argument on behalf of the petitioner, but the use of such words does not really help the petitioner at all. He is bound to show that the transfer amounts to punishment. The liability to be transferred is a normal incident of service in a Bank and it does not necessarily involve punishment. In the absence of any evidence to show that he has been punished I am of the opinion, that this application must fail. I accordingly award that this application be refused. Let a copy of this award be sent to the Ministry of Labour, Government of India, for action under section 33A of the Industrial Disputes Act, 1947.

(Sd.)

Chairman.

Industrial Disputes Tribunal,
New Delhi.

Dated, 18th December 1951.

Reference No. 5 of 1951.

P. L. SAYAL—Petitioner.

Versus

THE PUNJAB NATIONAL BANK LTD.—Respondent.

PRESENT:

Shri A. N. Sen—Chairman.

Shri H. L. Parwana, President, All India Punjab National Bank Employees' Federation, Delhi.

Shri Radhey Lal Aggarwal, representing the Punjab National Bank Ltd.

AWARD

This is an application made by Shri P. L. Sayal, Vice President of the All India Punjab National Bank Employees' Federation, Delhi, on behalf of the workmen of the Punjab National Bank Ltd., for action under section 33A read with section 33 of the Industrial Disputes Act, 1947. A similar application made by Shri Padam Chand Jain was disposed of by me on 17th December 1951. It would have been sufficient to dispose this application by reference to the award made by me on Shri Jain's application, but as certain additional arguments have been adduced I propose to deal at further length with this application. The facts which need be stated for the purposes of this award briefly are as follows: The workmen in the Punjab National Bank used to work 48 hours per week. Thereafter there was a dispute between the Punjab National Bank and other Banks and their workmen and this led to the formation of a Tribunal presided over by Shri K. C. Sen, retired Judge of the Bombay High Court. The Tribunal made an award by which it fixed the working hours at 36 hours per week. This award was made on 12th August 1950.

Thereafter there was an appeal to the Supreme Court and the award was set aside on 9 April, 1951. The working hours prescribed by the Tribunal presided over by Shri K. C. Sen continued, that is to say, the workers did work for 36 hours per week. On 2 July, 1951, the present Tribunal to decide the dispute between the Punjab National Bank and its workmen in respect of the treatment of 150 employees of the Bank was constituted. During the pendency of the proceedings before this Tribunal, that is to say, during the months of October and November, 1951, the Punjab National Bank Ltd., restored the old working hours of 48 hours per week. This restoration of the old working hours has led to the present application.

It is contended on behalf of the workmen that by this act the Bank has infringed the provisions of section 33(a) of the Industrial Disputes Act, that is to say, they have altered to the prejudice of the workmen "the conditions of service applicable to them immediately before the commencement of these proceedings". Secondly, it is contended that by this act the Bank has infringed the provisions of section 7(a) of the Industrial Disputes Amendment and Temporary Provisions Act, 1951, by altering the scale of pay of its workmen.

It is prayed that this Tribunal should make an award whereby it should restore the working hours to 36 hours a week.

In support of this prayer the representative of the workmen relies upon an agreement said to have been made between the Punjab National Bank and other Banks on the one hand and their workmen on the other by which it was agreed that the working hours prescribed by the award of the Tribunal presided over by Shri K. C. Sen would be maintained. This is the main ground upon which the workmen based their case.

On behalf of the Bank the contentions are as follows:—

- (1) The so-called agreement finds no place in the application for relief and the workmen should not be allowed at this stage of the proceedings to introduce a new case;
- (2) There was no valid agreement between the parties as alleged by the workmen;
- (3) There is no proof of such agreement;
- (4) There is no proof that the alleged agreement was entered into by any person authorised by the Bank to represent them in this behalf; and
- (5) The conditions of service and the scale of pay have not been altered by the Bank.

There can be no doubt that nowhere in the application is there any mention of any agreement between the parties to maintain the working hours prescribed by the Tribunal presided over by Shri K. C. Sen. It will be quite unfair to allow the workmen in the course of argument to make out a case which finds no place in their application. The Bank cannot be expected to meet such case. I have not taken a technical view on the subject. The parties have had ample time to consider their position and if the workmen wished to rely upon the terms of any agreement they should have mentioned that in their application. The objection is a substantial and real one. Proceedings cannot be continued if latitude is given to the workmen to enlarge their case in this manner. Next, there is no proof of such an agreement having been entered into. On behalf of the workmen a letter addressed by Shri K. N. Subramanian, Joint Secretary to the Government of India, to the President of the All India Bank Employees Association has been put in to prove such an agreement. The letter is quite insufficient to prove any such agreement. It contains merely a statement of what Shri K. N. Subramanian considered to have been agreed to by the parties at a tripartite meeting of the Labour Department of the Government of India, the All India Bank Employees Association and certain Banks including the Punjab National Bank. The views of Shri Subramanian as to what the parties agreed to is merely a question of opinion. It cannot be said to prove the existence of any such agreement. As a matter of fact the statement of the Joint Secretary as to what took place at this tripartite meeting has not been accepted by Shri G. G. Mehta, President of All India Bank Employees Association. He has contradicted Shri Subramanian on many points. This is proved by the letter written by him on 18 June, 1951, addressed to the Joint Secretary, Shri G. G. Mehta also issued a publication which if carefully read would show that the parties were not really *ad-idem*. The publication bears the same date as letter addressed to the Joint Secretary. The materials placed before this Tribunal to establish an agreement regarding working hours is tenuous in the extreme and it will be quite unjustifiable for this Tribunal to deduce from this correspondence and the publication mentioned above that there was valid and binding agreement between the Punjab National Bank and its workmen regarding working hours. On

behalf of the Bank as I have stated before there is a denial of the existence of any such agreement and this denial has not been met. The correspondence also does not establish that the agreement was entered into, if there was in fact any such agreement, by anyone authorised in this behalf by the Punjab National Bank. I hold, therefore, that the petitioners represented by Shri P. L. Sayal have entirely failed to prove any agreement between the Bank and its workmen regarding working hours.

On behalf of the workmen there is another contention urged. Their representative states that whether there was any agreement or not it is well established and admitted that at the time when this Tribunal was constituted the workmen were doing 36 hours work per week and that during the pendency of the proceedings before this Tribunal the working hours have been increased to 48 hours per week. This, he says, is quite sufficient for his case under section 33 of the Industrial Disputes Act and section 7 of the Industrial Disputes Amendment and Temporary Provisions Act, 1951. His argument is that the *status-quo prior* to the formation of this Tribunal should be maintained. I am unable to accept this view, as I have stated in my award in Reference No. 4 the conditions of service between employer and employee must be based either upon the terms of an agreement or upon the terms of any order made by an authority duly empowered to make such terms or by statute. Admittedly at the time that service was commenced workmen were doing 48 hours work per week. There was no agreement one way or other regarding the number of hours of work that should be done. That matter was left so to speak in the air! Therefore, it must be held that there was no agreement regarding the number of hours of work that should be done in a week. No authority duly empowered in this behalf has passed any binding order which would compel the Bank to restrict the working hours of its workers to any particular period. The award of Shri K. C. Sen which prescribed the number of working hours has been set aside and it has therefore no effect. There has been no statute whereby the working hours have been prescribed. In these circumstances section 33(a) of the Industrial Disputes Act can have no application. Mr. Aggarwal, on behalf of the Bank raised a somewhat interesting point. He drew my attention to certain words appearing in section 33(a) of the aforesaid Act. The words are these: "the conditions of service applicable to them immediately before the commencement of such proceedings". He points out that the words are not the conditions of service "existing" at the time of the commencement of these proceedings. He says that the word "applicable" makes all the difference. If the words were "existing at the time of the commencement of these proceedings" then there was something to say on behalf of the workmen. The legislature, however, he points out, has used the word "applicable" and not "existing" and, therefore, it cannot be said that the mere fact that the workmen were doing 36 hours work per week at the time of the commencement of the proceedings, were protected from any change in the working hours. I think, there is great substance in this contention. Where there is no restriction on the Bank as regards working hours then it is open to the Bank to vary it and such variation would not amount to varying the conditions of service applicable to the workmen. I do not, however, base my decision on this argument. I prefer to rest it on the grounds previously mentioned. The representative of the workers referred to the case "*Jai Bharat Tiles Works Versus Their Workmen*, Labour Law Journal, April, 1951, page 331" in support of his argument. That case is distinguishable because there was a distinct agreement between the parties. He also referred to the case, "*Ganges Jute Mills Versus Their Workmen*, Labour Law Journal, May, 1951, page 489." I have gone through that award and I must say with respect that I can see nothing laid down therein which will support the contention urged on behalf of the workmen.

In this view I must dismiss this application and I award accordingly. This award shall be sent to the Ministry of Labour, Government of India, in accordance with the provisions of section 33(A) of the Industrial Disputes Act, 1947.

(Sd.)

Chairman.

Industrial Disputes Tribunal,

Dated 18th December 1951.

New Delhi.

[No. LR-100(8)]

New Delhi, the 29th December 1951

S.R.O. 27.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the

Industrial Tribunal in the dispute between certain stevedors and their workmen in the Port of Cochin.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

Present:

Sri T. S. Viswanatha Iyer, B.A., M.L., Industrial Tribunal at Madurai.

INDUSTRIAL DISPUTE No. 18 (CENTRAL) OF 1951.

BETWEEN:—

The Cochin Thuramukha Thozhilali Union, Cochin Port, Cochin, represented by Sri P. Balagangadhara Menon, Advocate, Ernakulam, Travancore-Cochin State.
—Petitioners.

AND

1. Sri P. A. Abdulrahiman Kutty, Cochin.
2. Sri Tejpal Liladhar, Mattancherry.
3. Messrs. C. V. A. Hydross and Son, Mattancherry.
4. Messrs. Poovath Paree and Sons, Calvetty, Cochin.
5. Messrs. J. W. D'Cruz and Sons, Cochin.
6. Sri W. H. D'Cruz, Cochin.
7. Sri B. Paul Ab Rao, Cochin.
8. The General Traders Ltd., Cochin.
9. Messrs. E. M. Andrew and Bros., Fort Cochin.
10. Messrs. Sorabji and Co, Mattancherry.
11. Messrs. K. P. Jacob and Sons, Cochin.
12. Sri A. M. Hamsa, Calvetty, Cochin.
13. Mrs. Abdulla Oomer Sait, "Oomer Mansil", Kuruplavu Road, Fort Cochin.
14. M/s. Darabshaw B. Cursetjee's Sons, Willingdon Island.
15. M/s. The South India Corporation Ltd., Willingdon Island.
16. The Mercantile Marine Supplies Agency, Fort Cochin.
17. M/s. Majeed and Kader, Cochin, (represented by Sri M. S. Menon, M.A., Barrister-at-Law and G. B. Pai, M.A., B.L., Advocates, 'Sudharma', Ernakulam, Cochin State).
18. Sri P. B. Abdulrahiman Kutty, Cochin.
19. Sri S. M. Sappukutty.
20. Sri C. M. Bava, Mattancherry.
21. The Cochin Pilot Stores, Ellwood House, Ridsdale Road, Cochin and
22. Mr. A. Lopez, Sea view, Vypeen, Fort Cochin.—Respondents.

INTERIM AWARD.

By L. R. 2(345), dated 19th July 1951, the Government of India in the Ministry of Labour, have referred to me for adjudication forty-five points of dispute between certain employers at Port Cochin and their workmen.

2. The points of dispute set out in the schedule to the order of the Government of India are:—

1. Recognition of the Cochin Thuramukha Thozhilali Union.
2. Abolition of contract labour in all sections.
3. Security of employment to all workers and adoption of Muster Roll System.
4. Payment of unemployment allowance to workmen.
5. Payment of pension or gratuity to disabled or incapacitated worker with 20 years of service.

Workers on board steamers (Stevedore Labour).

1. Fixation of number of workmen per gang.
2. Interval to be allowed in a ship.
3. Fixation of wages of stevedoring workers for day and night shifts.
4. Overtime pay.
5. Two shifts for day and night.

6. Payment of full wages even if work is completed before specified time in each shift.
7. Providing one meal for every worker.
8. Payment of wages within 24 hours after completion of every job.
9. Provision of special jetty for transport of workers.
10. Working of only one sling per hook.
11. Working of only one gang for one shift.
12. Payment of wages at half the rate in case the steamers do not arrive in time after waiting for the same and payment of wages at full rates if workmen are not engaged after the issue of tokens.
13. Grant to workmen engaged in coal handling, bulk cargo filling, painters and stitchers of the same benefits as are given to those on board.
14. Grant of extra wages for handling dangerous cargo and provision of special equipment where necessary.

Lighters

1. Revision of existing wage schedule.
2. Annual revision of wage schedule with the concurrence of the union and in accordance with the changes in the cost of living.
3. Payment of a portion of the total rental and demurrage charges to workmen.
4. Payment of a special pay of Rs. 30 to serang of the lighters by the boat owner.
5. Owner of cargo to bear jetty and other tolls.
6. Provision for convenient pathways for boatmen to go out when loaded lighters lie at jetties during nights.
7. Repairs to jetties. Provision for water taps and lights in jetties.
8. Provision for work for all members of the crew of lighter whenever a lighter is engaged.
9. Provision for hand cranes to all the jetties of the godowns.
10. Payment of weekly wages to lighters.
11. Treatment of serangs and lighter men as permanent employees and payment of all unpaid wages and bonus due to them from 1947 onwards.
12. Provision of special protective equipment for handling dangerous articles.
13. Payment of batta, per worker per hour after a prescribed period after lighter is engaged.
14. Overtime pay.
15. Wages for work during monsoons.
16. Payment at Rs. 20 a day per lighter for workers detained in lighters awaiting loading or unloading of cargo alongside steamers.
17. Payment according to tonnage capacity of lighter.

Head Load.

1. Fixation of basic wages to all workers.
 2. Payment of day's wages to the man showing samples in godowns.
 3. Ban on workers carrying upstairs any article weighing more than 50 lbs.
 4. Wage rates for handling medicine bundles, packages consisting of two gunnies or boxes, bone meal etc.
 5. Wages for those who keep watch over the cargo.
 6. Abolition of use of wooden planks for transporting cargo.
 7. Wages for weighing, numbering, filling and stitching of bags.
 8. Stacks not to be made higher than 15 bags in a godown.
 9. Distribution of unemployment dole.
3. In pursuance of notices issued in the usual course, the Secretary of the Cochin Thuramukha Thozhilali Union, Cochin Port, Cochin filed statement of demands, while seventeen stevedores of labour filed their reply statement. Five stevedores of labour did not file any reply statement; nor did they appear at any of the hearings.

4. It is not necessary to set out the contentions disclosed in the statement of demands and in the reply statement. Five of the Stevedores have remained *Ex-parte* either because they have no contest, or more probably because they are no longer interested in the disputes.

5. To-day when the matter came up for enquiry, a compromise has been filed in respect of the fourteen items of disputes relating to "Workers on board steamers (Stevedore labour)" set out above. The compromise was recorded as prayed for. As against the stevedores who have remained *Ex-parte*, the claim has been proved by W. W. 1 and he has chosen to accept an award as against the *Ex-parte* Stevedores also, in the same terms as set out in the compromise.

6. The terms of the compromise are:—

"MEMORANDUM OF SETTLEMENT"

I. *Recruitment*.—(1) The stevedores may continue to engage men as at present until the Government of India Employment Exchange commences work at Cochin and is in a position to supply Stevedore labour.

(2) When the Employment Exchange is in a position to supply stevedore labour the stevedores shall engage the labour they require through the Exchange and not directly.

(3) The registration of the workmen by the Employment Exchange shall be according to the recommendations of the Committee mentioned in Section VI(1) hereunder. In making its recommendation the Committee shall give preference to labour employed in stevedoring work at this Port for over eighteen months on this day and who are members of the Cochin Thuramugha Thozhilali Union.

II. *Hours of work*.—(1) The work shall be done in two shifts of 8 hours each as follows:—

(i) Day shift: 8 A.M. to 5 P.M. with an interval of one hour between 12 Noon and 1 P.M.

(ii) Night shift: 6 P.M. to 3 A.M. with an interval of one hour between 10 P.M. and 11 P.M.

(2) No workmen shall be allowed to work in more than one shift in a period of 24 hours.

(3) Overtime work per shift shall not exceed 2 hours.

III. *Strength of gangs*.—(1) The strength of the gangs shall be as follows:—

(i) General and Bag Cargo: 18 men including 1 Tindal and 2 Winchmen.

(ii) Coal and Sulphur: 22 men including 1 Tindal and 2 Winchmen.

(2) A filling and bagging gang on board shall consist of 31 men (22 for bagging and 3 for stitching plus 1 Tindal).

(3) The stevedores shall be entitled to add to the number of a gang in order to speed up work.

(4) The stevedores shall have the liberty to divert a gang to other hatches subject to a maximum of three hatches per shift.

IV. *Out-turn*.—(1) The gangs shall give an out-turn as follows:—

(i) Bag Cargo including Cargo bagged in the hold: 20 dead-weight tons per hook per hour.

(ii) Coal and Sulphur: 18 dead-weight tons per hook per hour.

(iii) General Cargo: 11 dead-weight tons per hook per hour.

(2) The out-turn shall be reckoned on the basis of the work done per shift.

(3) The gangs shall be responsible for all work on board like:—

(i) Opening and closing hatches.

(ii) Removing and fixing beams.

(iii) Laying and removing dunnage and removing and stacking ventilators.

(iv) Straightening derricks and fixing guys.

(v) Collection of sweepings.

(4) The gangs shall not be responsible for cleaning the holds and bilges.

(5) The out-turn for a filling and bagging gang on board shall be 20 dead-weight tons per hour.

V. *Remuneration*.—(1) The remuneration per workman shall be as follows:—

(i) Rs. 4-8-0 per day shift.

(ii) Rs. 5-8-0 per night shift.

(2) Overtime shall be paid at the rate of Rs. 1-2-0 per hour when in continuation of a day shift and Rs. 1-6-0 per hour when in continuation of a night shift.

(3) A Tindal shall be paid an extra remuneration of Rs. 1-4-0 per shift. The overtime remuneration for a Tindal shall be Rs. 1-7-0 per hour when the overtime work is in continuation of a day shift and Rs. 1-11-0 per hour when it is in continuation of a night shift.

(4) A Winchman when he discharges the duties of a Winchman and not that of an ordinary member of a gang shall be entitled to an extra remuneration of Re. 1 per shift. The overtime remuneration for a Winchman discharging the duties of a Winchman shall be Rs. 1-4-0 per hour when the overtime work is in continuation of a day shift and Rs. 1-8-0 per hour when it is in continuation of a night shift.

(5) Free meals and allowances for food in lieu thereof shall be discontinued immediately the Cochin Thuramugha Thozhilali Union has made the necessary arrangements for opening and running a canteen or after two months from this day, whichever is earlier. Till the opening of the canteen or the expiry of two months as the case may be, the stevedores shall continue to give a free meal per shift and shall be entitled to deduct 12 annas per meal from the remuneration calculated according to the terms of this Settlement.

(6) If the out-turn is less than that mentioned in Section IV above, the stevedores shall be entitled to reduce a proportionate share of the wages and if the out-turn is more, the workman shall be entitled to receive for the extra out-turn an incentive bonus as follows:—

Day Shift—

| | | |
|---|------------|----------------------|
| (i) Bag Cargo including Cargo bagged in the hold. | Rs. 0—13—0 | per dead-weight ton. |
| (ii) Coal and Sulphur. | Rs. 1— 1—0 | —do— |
| (iii) General Cargo. | Rs. 1— 7—0 | —do— |

Night shift—

| | | |
|---|------------|----------------------|
| (i) Bag Cargo including Cargo bagged in the hold. | Rs. 0—15—0 | per dead-weight ton. |
| (ii) Coal and Sulphur | Rs. 1— 4—0 | —do— |
| (iii) General Cargo. | Rs. 1—11—0 | —do— |

(7) Payment shall be effected by the stevedores within 24 hours after the completion of the shift concerned.

(8) If after the tokens are issued no work becomes available, the workmen shall be entitled to one half of the wages of the shift and if after tokens are issued any work is done, to the full wages of the shift.

VI. *Settlement of Disputes*.—(1) A Committee consisting of one representative each of the Labour, the Stevedores and the Port shall be constituted and it shall be the duty of that Committee to bring about the settlement of all disputes that may arise from time to time.

(2) All doubts and difficulties in implementing the terms of this Memorandum of Settlement and all disputes that the Committee hereinbefore mentioned is not able to settle shall be referred to the decision of the Administrative Officer for the time being of the Port of Cochin and his decision shall be final and binding on both the parties.

Dated this the 10th day of December 1951."

7. The entire credit for settling disputes in the above manner goes to Shri M. S. Venkataraman, the present Administrative Officer of Port Cochin.

8. There will be an Interim Award in the terms set out above.

Dated at Ernakulam Camp, this the 18th day of December 1951.

T. S. VISWANATHA IYER,
Industrial Tribunal at Madurai.

[No. LR-2(345).]

New Delhi, the 31st December, 1951.

S.R.O. 28.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the Industrial Tribunal, Dhanbad in respect of the Industrial Dispute between the Oriental Government Security Life Assurance Company Limited and its employees employed in the head-office and the branches:—

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT DHANBAD**

REFERENCE No. 12 of 1950

Before Shri S. P. Verma, B.A., Barrister-at-Law, Chairman, Central Governments Industrial Tribunal at Dhanbad.

ADJUDICATION

Between

The Oriental Government Security Life Assurance Company
Limited, Bombay

And

The workmen employed under it at its Head Office in Bombay and Branches.

APPEARANCES

For the Management

Mr. Sohrab D Vinadlal Bar-at-Law, instructed by Mr. S.J. Banaji, Solicitor of Messrs Ardesir, Hornus Dinshaw & Co., Solicitors and Mr. L Vaidyanathan, Mr. K R Srinivasan, Mr. D P Guzdar and Mr. S. N. Vaidya for the company.

For the Federation of the Employees Unions

Mr. Rajni Patel, M.A. (Cant), Bar-at-Law, Vice President of the Federation &

Mr. T. Godiwala, B.A., LL.B., Advocate Vice-President of the Federation instructed by

Messrs. M.R. Paranjape, B.A. (Hons.), Vice-President

R.H. Anarkar, General Secretary

P.T. Donde, Treasurer

S.R. Mankar

& Asstt Secretaries

K.L. Rangnekar

N.S. Gajbhar, Member of the Executive

AWARD

By a Notification No. LR-90(7), dated the 5th December, 1950, the Government of India in the Ministry of Labour has referred the Industrial Dispute between the Oriental Government Security Life Assurance Company Limited and its employees employed in the Head office at Bombay and the Branches to this Tribunal for Adjudication in respect of the matters as specified in the Schedule hereto annexed.

SCHEDULE

2. 1. Revision of scales of pay.
2. Special allowances for certain categories of employees.
3. Dearness allowance to staff as well as the pensioners.
4. Residential accommodation or House rent allowance.
5. Acting allowance for officiating in higher posts.
6. Travelling allowance & joining time on transfer.
7. Subsistence allowance during period of suspension.
8. Bonus.
9. Provident Fund and gratuity.
10. Pension.
11. Insurance at a reduced rate of premium.
12. Leave rules and leave reserve.
13. Hours of work and overtime
14. Medical aid and expenses.
15. Method of recruitment, procedure for termination of employment and taking disciplinary action.
16. Terms and conditions of service.
17. Rules regarding promotions.
18. Standing orders regulating conditions of service of employees.
19. Holidays and payment for work done on holidays
20. Policy regarding inter-departmental and inter-branch transfer of employees.
21. Conditions of service of employees who have previously worked under a Chief Agency of the Company.

22. Provision of certain general facilities, e.g., cycles for peons, cycle stands, cooling arrangements, lavatories, library and reading room, facilities for carrying out trade union activities.
23. Reduction in salaries and stoppage of increments (specific cases to be cited by the employees.).
24. Retrenchment and victimisation (Specific cases to be cited by the employees).
25. Payment to workers reinstated under item 24.
26. Standard office accommodation.
27. Policy regarding absorption and confirmation of employees of branches situated in Pakistan who have migrated to India and payment of rehabilitation grants if any and travelling allowances to such employees.
28. Recognition of the Federation of the Oriental Life Office Employees' Unions.
29. The date from which the award in respect of various issues should come in force.

NOTE.—This list is not intended to be exhaustive.

3. Notices were sent to the parties as usual and the Federation submitted a statement containing seventy two demands with sub demands and the management submitted a statement in reply.

4. The case was taken up at Bombay on the 4th of September 1951, and the hearing was concluded on the 26th of September, 1951. Before the main case began I thought it proper to inform the parties that I was once a policy holder of the company which matured sometime in 1945 or 1946. The parties had no objection to my continuing with the case.

5. In all 5 witnesses were examined for the Federation and 47 documents were filed by them. The Company examined one witness and filed 65 documents.

6. As some of the demands overlap each other and the order in which they have been mentioned does not strictly follow the items of the schedule in the Notification, I have thought it best to mention the items in the schedule and deal with the various relevant demands thereunder.

7. Before taking up the various items in the schedule a few words are necessary to give the history of the dispute:—

8. This company was established on the 5th of May 1874 and it had according to its statement about 21 centres by the end of the year 1950. The staff employed by the company numbers about 3,000. Out of which about 1,625 that is 54 per cent. were employed at Head Office at Bombay. The company has given a more detailed list of employees in Exhibit Y. Their figures for 1950 show 1,403 at the Head Office and 1,285 at the Branches, and the lower grade staff 161 at Head Office and 345 at the Branches. A trust Deed was executed on the 29th of March 1882 with the proviso that 80 per cent. of the gross premiums received each year minus certain items of expenses be handed over to the official Trustee at Bombay and invested in Government of India securities only, and held by him on trust for the benefit of the policy holders of the Company. On 1st of July 1908 a pension fund for its employees was started. On the 1st of July 1911 one month's salary as bonus began to be paid to the employees (This was raised to 2 months' salary from 1944). In 1920 the company started paying gratuity to its employees and leave rules were framed in 1921. On the 1st of July, 1932, three clerical grades and one record grade were introduced at the Head Office. To them increments were to be given every two or three years and lower grade staff got increments every alternate year. In 1936 rebate of 10 per cent. for policies effected by the employees on their own lives was allowed. In 1941 the first provident fund for employees ineligible for pension was introduced. In July 1941 the company started paying dearness allowance at Head Office and Branch Offices, and the rate was revised from time to time. The last revision was in July 1948 after the last Award. In 1942 a scale for clerical staff for Branches was introduced, it was revised in 1944. On the 22nd June 1946 the Head Office Union was started, and recognised by the company on the 8th August, 1943. On the 1st of July 1946 in consultation with the Head Office union the salary scales were revised at the head office and the salary scales of the branches were also revised on the company's own initiative. In September, 1946 3½% of Government loan were converted into 3 per cent. government loan, which the company says resulted in a loss to them of about 13½ lakhs a year. On the 12th of September, 1947 Oriental general fire and general insurance Ltd., were started. The first charter of demands was submitted in December, 1947. In April 1948 the company and its employees agreed that whoever was appointed adjudicator by the appropriate Government, should also be appointed to arbitrate between employers and certain branches outside the Bombay province. The Government notification was dated 4th of June, 1948. The award of the adjudicator was dated 21st of January, 1949. The awards were published on the 29th of January, 1949. On the 17th April, 1950 another charter of demands was submitted by the Federation. In the same year the Provident Fund No. 2 was started. On 31st October, 1950, the Federation submitted supplementary demands. On the 5th December, 1950, the present notification was issued by the Central Government.

9. I had better dispose of one important point of law that has been raised in this case before this Tribunal and that is how far the present Tribunal is bound by the conclusions arrived at by the previous Tribunal.

In the written statement, the company stated that the federation was not justified in re-agitating certain matters which had been disposed of as recently as in January 1949, by the previous award. In the marginal note of the statement they mention that the principles of readjudicate were applicable. In the course of his submission Shri Vimadlal to a certain extent modified this statement. The company relied upon observations made by Shri Divatia in B.B.S.T. Company's award published in Bombay Govt. Gazette Extraordinary Part I, dated 27th November, 1947 page 4507. They also referred to the award reported in 1949 L.L.J. page 392 in the Tin Plate Company of Golmuri and its employees. Then they referred to the award of Surat Electricity Co. Ltd. reported in the Bombay Government Gazette Part II. T. dated 9th March, 1950, page 831 and award in the case of Ford Motor Co., India Ltd., Bombay and its workmen published in the Bombay Government Gazette Part I.L. dated the 15th February 1951, reported in I.C.R. 1951 at page 701. All these cases and some more were referred to and commented upon by the learned adjudicator in the case of Caltex India Ltd., *versus* their workmen reported in 1951 II L.L.J. page 543. He has relied chiefly upon the decision of the Honourable Labour Appellate Tribunal, Calcutta in the dispute between the Sugar Mills of Bihar and their workmen reported in 1951 I L.L.J. page 469 dated 7th March 1951, where it was observed while dealing with the question as follows:—

"We therefore think that the rule should be that prior award can and ought to be reconsidered in a later award made on a new reference if there are mistakes, anomalies or errors in the prior award or if other grounds are established which could be recorded as good grounds for reconsideration of a judgement pronounced by a Civil Court." It is true that in another case appeal No. 145 of 1950 the Bombay Appellate Tribunal in para. 12 observed "Normally a basic wage, once fixed, should stand for a reasonable period of time unless some substantial change intervenes". Looking at these various authorities cited before this Tribunal the position seems to be that this Tribunal is not debarred from going into these matters dealt with in the previous award but it could do so mainly on the ground mentioned in the Appellate judgement in the Behar Sugar Case.

10. Before I deal with the actual demands I must refer to the question of capacity to pay by the company. The company in its written statement devoted paras 25 to 27 to this question. Shri Patel appearing on behalf of the Federation has argued at length on the question of capacity to pay and he pointed out in course of his argument that it is the practice of other companies to calculate dividend on paid value of the shares. Mr. Godiwala also argued fully on this point and submitted his note which reached me on the 19th November, 1951, to show that the company has the capacity to pay and even if the pay of all the employees is raised by a flat rate of Rs. 30, the financial position of the company would remain as sound as ever. The management on the other hand examined the Manager, Shri Vaidyanathan who also submitted a note. I am making both these notes a part of this record.

11. This matter came up before the last adjudicator who had dealt with it, if I may say so, very fully in para 11 of his award. He came to the conclusion at the end of para 13 that "The company was still in a sound and prosperous condition but other factors referred to above at any rate the first two of them (Progressive decline in the interest yield and the high incidence of accidents) cannot be ignored in considering the company's future and the company does stand in need of careful husbanding of its resources by wise and discreet management in order to maintain its present leading position among the Life Insurance companies. At the same time I am unable to accept the company's contention that it is not in position to bear any further strain on its finances and I am satisfied that it can bear a certain burden that might be considered necessary consistently with the company's obligations and the interest of the employees. It is against these background and in the light of these circumstances that I propose to consider the employees' demands." Attempts have been made to find fault with these observations of the last adjudicator but if, I may say so, taking into consideration all the materials before me on this point I am in agreement with the observations made by him and would like to observe further that the company is not so opulent as made out by the Federation nor so poor as attempted to be made out by the company so as not to bear the burden of a little increment here and there in the wages and other emoluments of its employees.

12. Coming to the demands, the federation has divided the 72 demands in separate categories, on the other hand counter demands preferred by the company was referred to this Tribunal by the Ministry of Labour by Notification No.

LR-90(7) dated 8/13th August, 1951. These were taken up along with the proceedings and decision is being given demandwise now to the demands of the federation according to the first category which consists of demands of immediate nature. These are demands 1 to 20, 24, 56, 57, 58, 67, 69 and 71. The second category of demands consists of measures for securing benefits to the employees at the end of their service or to their dependents in the event of the employees' premature death. These are numbers 23, 25 (as amended) 26, 42 and 72. The third category includes demands relating to service conditions and general privileges. They are 21, 22, 27, 28, 29, 30, 31, 33, 34, 35, 40, 41, 42, 43, 46, 60, 48, 55, 59, 62, 63, 64, 65, 66, 68 and 70. The fourth consists of demands regarding system of work and they are 32 and 52; and the fifth and the final category consists of demands of general nature, they are 36 to 39, 45, 47, 49, 50, 51, 53, 54 and 61. This classification no doubt gives this Tribunal an idea of the nature of demands, but it does not help the Tribunal in coming to the conclusions as to what items of the schedule in the notification these demands refer to. The classification which this Tribunal proposes to adopt will be indicated in the course of the award.

13. *Item No. 1.—Revision of scales of pay.*—Under this heading comes the first demand regarding salary scales. Demand No. 2 is allied to it. In order to understand the demand it is necessary to point out that at present there are three grades of assistants:—

- Namely (1) Record grade,
- (2) Junior grade, and
- (3) Senior grade.

both at head office and branches. But the grades at branches for all categories are different from those at head office. The same grade is however prevalent at all the branches. In Bombay the scales of these grades are

Record grade 50—3—74E.B.—3—80—5—120.

Junior grade 75—5—105E.B.—6—135—7—170E.B.—8—210.

Senior grade 120—8—160—10—220E.B.—12½—245—15—275.

The corresponding grades at the branches are

Record grade 45—2—59—3—5—90

Junior grade 56—4—80E.B.—5—115—6—145E.B.—7—180.

Senior grade 106—6—130—8—138E.B.—8—154—9—190—10—200E.B.—10—220.

Now the Federation demand that there should be an assistant's grade to supersede the present junior and senior grades. They also demand that there should be a post of senior assistant next to the head clerk and he shall be given 3 additional increments in such appointment and his maximum salary would be automatically raised to Rs. 410 and in branches it should be raised to Rs. 370. The Federation says further that the Junior and Senior grade should be abolished and there should be only two grades, one for the Record grade Assistants and the other for clerical Assistants and they further submit that the same grade should prevail at the head office and the branch office. This matter was before the last Tribunal and the adjudicator fixed the scales of pay after going through thoroughly into the matter. I cannot see any sufficient reason to differ from his findings on the point of having two grades instead of one and having separate scales of pay for the head office and the Branch. There is no such thing as the senior Assistant in the Oriental Office and it is not necessary as pointed out by the learned adjudicator that a post of that nature should be created. So far as the question of amalgamating the scales are concerned I am of opinion that the present system should continue. Para 6 of the previous award deals with the subject thoroughly. Reference may be made to para 41 of the Greeve's Cotton award in 1950 I.L.R. page 163. The question of having the same grades at the branches as at the Head Office was also gone into before this Tribunal and witnesses were examined to show whether the clerks at the branches were doing work similar to that of the clerk at Head Office. Mr. Kumtekar was examined on behalf of the Federation. His previous statement was not available although we tried to get it from the local Tribunal office and Mr. S. N. Lal was examined on the same point. Mr. Kamtekar admits in cross examination that there has been no change in method at branches since the last adjudication. The evidence even now is not such as to enable me to differ from the last adjudicator and his findings that the work at branches is different from work at Head Office. Therefore the difference in scales should be maintained. He has also held that it is not necessary to create a post as Senior Assistant. The only thing that strikes me is this that in the record grade the efficiency bar comes in only after 8 years service.

I would shift the efficiency bar at Head office till after the clerks get Rs. 20 a month. I notice that in the branches in the case of Record grade clerks there is no efficiency bar. So far as this demand is concerned I am afraid that except a slight change in the position of the efficiency bar, no change can be introduced.

14. *Demand No. 3.—Head clerk's grade at Head Office 250—25—300—30—420—40—500 (in eight years without any efficiency bar)*—Along with this may be taken up Demand No. 4 which is a demand about the pay of Head clerks at branches, Inspectorates and other offices. This demand is that the pay should be Rs. 250—20—310—25—435 so as to reach the maximum in 8 years. The company on the other hand points out in para 87 of its statement that the last adjudicator has fixed the scales for the Head clerks in para 18 as follows:—

Rs. 210—12½—260 E.B.—15—350. This figure he arrived at with the comparison of rates of Head clerks of various Insurance companies. Nothing has been shown to me which could convince me that the rise which the Federation expects is justified. It may be noted that there is no person as Head clerk at the Branches. So the question of Branch Head Clerks does not arise.

15. *Demand No. 5.—Legal, actuarial and special assistants grade.*—The demand is that they should get Rs. 200—25—500. There is special claim in the case of persons who have passed part No. I or Part No. II of the examinations of the Institute of Actuaries. In their case the demand is that the starting pay should be Rs. 250 and Rs. 300 respectively. They further demand under this heading that if any vacancy occurs or any additional post as Legal Assistant is created the vacancy or the additional post should be filled up by law graduates or persons qualified for the post from amongst the staff. Now this matter was before the last adjudicator when he held that the Legal Assistant Actuarial Assistants and Special Assistants and even the Assistant Cashier are not workmen as defined in the Act. Therefore there is no need for revising the Assistant Cashier's Scale. I do not know why this matter has been brought up before this Tribunal again. Agreeing with the last Adjudicator I would reject this demand and also the demand that the Legal Assistant should be appointed from law graduates or the members of the staff. Merely holding a law degree would not qualify a man to be a legal Assistant.

The demand No. 6 is about the pay of Superintendents. Their scales should be 325—35—430—40—550—50—650. Now Superintendents also do not fall within the definition of workmen. This matter came up before the last adjudicator in this form. The demand was for acting allowance of a Head Clerk officiating for a Superintendent. The objection by the company was that as a Superintendent was not a workman, he was outside the scope of adjudication. The adjudicator observed that a superintendent may not come within the category of a workman but a Head clerk while acting in his place is a workman. I am of opinion that the Superintendent is not a workman and his case cannot be adjudicated upon.

16. *Demand No. 7.—Inspectors.*—Their grade should be Rs. 220—250—600 within 10 years. I am afraid they also do not come within the definition of workmen and their case was not before the last adjudicator. Perhaps it was felt at that time also that they were not workmen.

17. *Demand No. 8.—Stenographers grade at head office and branch offices* Rs. 150—15—300—20—400 in 15 years without any efficiency bar. This grade is meant for assistants at branch offices whether they work part time or whole time and they should be given increases in the stenographers' grade with effect from the date on which they were first required to work as a stenographer whether part time or whole time at inspectorate or other offices. Both these matters were disposed of in para. 23 of the adjudication and para 14 of the arbitration award. Nothing has been shown to me as to why I should interfere with the present scale of pay, specially when the company's scale of pay was found to be liberal in para 23 of the last award. Ext. 2(9) may also be referred to in this connection.

18. *Demand No. 9.—Grades for cashiers, Assistant cashiers etc., at branch offices*
1. Cashier grade Rs. 250—20—310—25—435 in 8 years without any efficiency bar.

(B) Assistant Cashier should get a maximum of Rs. 390.

(C). Senior Assistant and Cashier at Inspectorates and other offices should get Rs. 250—20—310—25—435 in 8 years without efficiency bar.

19. This matter was before the arbitrator when he found the present rate was quite satisfactory.

The present rate is Rs. 100—10—210—EB—15—300.

As regards Assistant Cashiers at the branches it might be mentioned that there is no Assistant cashier at branches, so far as the Inspectorate offices are concerned the company contends that it is outside the scope of the present adjudicator, there might be some force in that but looking at the present rate of their salary I do not think it is necessary to interfere.

20. *Demand No. 10.—Apprentices.*—All apprentices shall be given salary according to the Head clerk's grade. This demand has not been pressed. So I need not say anything on this point.

21. *Demand No. 11.—Graduates and Diploma Holders.*—(A) Graduates in all categories of the staff shall be given assumption in service by 3 years whether they be already in service or likely to join

22. (B). Holders of Government diploma in accountancy, Associates of chartered Insurance Institute, persons holding legal qualifications should be given 3 years assumed seniority and holders of diploma given by the Indian Life Assurance offices Association shall be given assumed seniority of four years and those who are less qualified for a lesser period etc. Now on this point in para. 9(IV) the Federation complains that no definite award was made in regard to additional increments to graduates and diploma holders. But I find in para. 25 of the award by the Adjudicator that he rejected the demand of the diploma holders and approved the practice of the company regarding graduates. A reference may also be made to the Federation's report Ext. G, where at page 22 I find that graduates, to be recruited hereafter, were to get 2 years assumed seniority and accordingly have received a starting salary of Rs. 175 per mensem and as to the graduates already in service, their cases was to be considered on merits.

23. In view of the materials before me I think the present arrangement is quite alright.

24. *Demand No. 12.—Electrician.*—The demand is that he should get Rs. 100—10—180—15—300 to reach the maximum in 15 years without efficiency bar.

25. There is only one electrician in the company. He joined the post in 1938 on Rs. 60. It was raised to Rs. 70 in March 1939. His present salary is Rs. 114, it has been raised to Rs. 120 by the Tribunal in agreement with the company. The question of his future pay and increments was left to the company. The company says that Rs. 120 is good enough and no increment is called for. He is a qualified class II wireman, I think that an extra Rs. 5 increase is called for, that is to say his pay should be increased to Rs. 125 a month if the company has not done it already as indicated in the last sentence of the last award. Between the end of 1938 and beginning of 1949 his pay was raised from Rs. 60 to Rs. 120. That is why I am raising his pay by Rs. 5.

26. *Demand No. 13 (Part I)—Lower grade employees.*—Grades of sepoys, hamals, watchmen, sweepers and mailis:—The claim is that they should get 60—5—135 in 15 years without any efficiency bar. At present the spoys, hamals and watchmen at head office are getting 30—2—60. The sweepers at head office 30—1—35, peons at head office 30—1—45 and watchmen at branch offices are getting 32—1—47 and sweepers at branch offices are getting 30— $\frac{1}{2}$ —35—1—40. The Federation says that this is very poor pay which leads to perpetual indebtedness and therefore their condition should be improved. The company points out that this demand of raising their pay to 60—5—135 is peculiar in as much as in the last adjudication the demand was 50—4—110. Even that demand was rejected by the adjudicator in para. 26 of his award. The demand about the sweepers was 45—4—105 in the previous adjudication. This demand also was rejected by the last adjudicator in para. 26 of his award. This is by the way. I have gone through the statement of the Federation and the reply of the company, para. 26 of the adjudicator's award as well as para. 59 of the adjudicator's award. Except in one matter I do not see any reason to differ from the adjudicator's and the arbitrator's award. I find that in the case of watchmen at head office the grade is 30—2—60 but in the case of watchmen at branch offices is 32—1—47. The duties of a watchman at the branches are just as arduous as at the head office or perhaps more. I would therefore make the scale of watchmen both at the Head office and at Branch offices 32—2—60. The various conditions in introducing this change mentioned by the learned adjudicator should be observed in these cases.

27. *Part II Acting allowance.*—This matter has also been discussed in para. 26 of the previous award and acting allowance was fixed for 15 days and more. I see no reason to differ from that.

28. *Part III Promotion to Record Grade of Lower grade staff.*—The demand is that after 3 years service a member of the lower grade staff will be eligible for

promotion to record grade on passing a test the curriculum of which shall be decided in consultation with and approval of the Federation. The company has got a machinery through which a member of the Lower grade staff can be promoted to the Record grade and that is an examination and if they pass the examination they go to the record grade. I have been shown the sample of the examination paper which is Ext. 11 of this Tribunal. But from the nature of the questions it appears that the examination is of a simple nature, and this system seems to be quite reasonable. I cannot however order that the examination should be held in consultation with the Federation.

29. Demand No. 14—has been divided into nine parts A to J. This matter was considered by the last adjudicator in paragraphs 20 and 21 of the award where the rules have been given. The Federation's claim is that there should be point to point rise. They define point to point adjustment as placing each employee at that stage in the new scale to which he would have risen by reason of the length of service if he had entered service on the new scale because it is only under those conditions that the old employees could take advantage of the increments. They give various reasons in support of this contention. The company says that when the said award was out, the company fitted in the clerks in the new scale according to the award of the adjudication and arbitration and this adjustment was made in 1949. They referred to cases where point to point adjustment was not allowed. One is the Tata Oil Company and their workmen report in Bombay Government Gazette Part I L dated 8th December, 1949 at page 2120. It equals to 1951 I.C.R. para. 47 at page 520. The company also refers to Ext. Z(10) which show the way in which adjustments have been made after the last award, and Z(11) where an attempt has been made to show what the position will be if a point to point adjustment is made. My attention has also been drawn to some other cases but I shall content myself by referring to the Associate Cement award 1951 II L.L.J. page 387 in para. 19 at page 393. The observations made therein are to be found towards the end of the paragraph. There is also an observation in the beginning of that paragraph on which the company relies and it is as follows:

"On the question of adjustment the union has urged point to point adjustments but that has not generally been done except in 1951 Bombay Government Gazette Part I L page 65".

30. The Asian Company's award reported in 1951 I.C.R. page 662 at para. 10 may also be referred to. In view of these materials I am not in favour of allowing point to point adjustments as asked for by the Federation. In demand part J, the demand is that to all categories of employees full credit should be given for the war service rendered by them. The company points out that when they went to join the army they were allowed to keep their lien on the service of the company on the express understanding that when they would return they would be taken back on the same salary when they proceeded on such active service. That the company paid their salary when they were on active service in addition to the salary which they drew from the Government. The company therefore resist this demand that the period of service rendered for the Government should be treated as period of service with the company. This particular point does not seem to have been touched in the statement of the Federation. I am afraid this part of this demand cannot be allowed.

31. Item No. 2.—*Special allowances*.—The statement of the federation is to be found under demand No. 16, one addenda and demand No. 42 B. They want that (1) employees operating on machines, addressograph, Banda Machine Typewriters, Statistical machines and telephone clerks should get Rs. 20 per month as allowance (2) Enquiry clerks should get Rs. 20 per month. (3) Assistant Handling cash, guarantee peons at Head office and Bank peons at branches should get Rs. 20 per month (4) Those who disburse salary should get Rs. 50 per day. (5) Service and delivery peons should get Rs. 10 per month.

32. (6) An employee who takes the insured and registered letters to post office should be paid an allowance Rs. 20 per month. No. 6 is to be found in the addenda. In 42B the demand is that shaving allowance at Rs. 3 per month should be paid to all the lower grade employees and an equal allowance called neatness allowance should be paid to members of lower grade staff who are sikhs. The company points out that originally the federation demanded Rs. 15 for those handling machines but that was rejected. In para. 29 of his award Mr. Shah the adjudicator held that Rs. 10 per month to addressograph operator, Banda Machine operators, Typists at head office and power machine operators was quite sufficient, and there was no reason why telephone clerks and enquiry clerks should be given special allowance for doing the normal work of their employment. The guarantee peons at head

office were getting Rs. 70 per month and that was held to be sufficient. As regards Assistants handling cash in course of their normal duties the demand was not granted. The staff disbursing the staff salary gets Rs. 3 per day at the head office and the company has been paying this amount since last adjudication. A similar demand of the branch employees was rejected in para. 60 of the award. As regards service and delivery peons the adjudicator held that no case was made out for giving them any special allowance. It is a part of their daily duties to deliver letters. If they happen to go to distant places the company give the tram or bus hire. My attention has been drawn on behalf of the company to para. 67 of the award in the associated cement Cos. case at page 401 of 1951 II. L.L.J. which supports their contention. With regard to the addenda they said that no case has been made out for giving special allowance to employees carrying insurances and registered letters to post office. My attention has also been drawn to para. 18 of the Arbitration Award where it was pointed out that in the branch offices there were no machines so the question of giving special allowance to clerks does not arise. No special allowance was given to typist for typing work nor to telephone clerks and enquiry clerks. Giving due weight to the argument advanced by the Federation as well as on behalf of the company I see no reason to differ from the findings arrived at by the last adjudicator and Arbitrator. There is however a passage in the federation's statement that the Bank peons at the Branch offices have not been paid allowances as per Mr. Shah's award. They should therefore pay arrears of allowance as from 1st of July, 1948. This particular passage has not been referred to in para. 69 of the Federation's statement nor any comment made so far as I can see, by the company on this particular demand. If they had not been paid they should be paid according to the last award.

33. With regard to demand for shaving allowance in 42B the demand is Rs. 3 per month and they describe it as shaving allowance and in case of sikhs as neatness allowance. The company says that they are paying Rs. 2 per month to lower grade staff at the Head Office. It is not very clear to me as to why this allowance is not being paid at branches. I think the practice should be uniform and they should pay to members of the lower grade staff in branches also. But I do not see any reason to increase the rate that is being paid now at the head office.

34. *Item No. 3.—Dearness allowance.*—This is mentioned in Demand No. 17 of the federation and their claim is that on the 1st Rs. 100 of the basic salary dearness allowance should be 80 per cent., at the 2nd 100 or part thereof Rs. 50 per cent, the 3rd 100 or part thereof 30 per cent, 4th or part thereof Rs. 20 per cent., 5th 15 per cent., 6th 12½ per cent, and 7th 10 per cent. The minimum dearness allowance payable shall be Rs. 75 per mensem. This matter has been elucidated in paras 76 to 82 of the Federation statement.

35. They have given various instances in para 78 as to why dearness allowance should be increased. In para 80 they say that the workers have to support some of their relatives who lost their jobs from various concerns on account of retrenchment. In the course of argument the federation referred to exhibit 6 which is a comparative statement showing the total emoluments of clerical employees in different establishments. They referred to the awards of the Banks Tribunal at para 52 and other awards to show that the rate of wages was low in the company and therefore Dearness allowance should be as they demand. The company resists the claims of the federation in the statement filed by them. They relied chiefly upon para. 30 and 61 of the award of the last adjudicator and of the arbitrator in para II of the Branch award. In the course of argument stress was laid by Shri Vimadlal that the comparison should be with other assurance companies and the totality of conditions must be considered. He also relies upon Exhibit 3 of the company's statement where the cost of living indices of Bombay have been quoted from the year 1948 to 1950. In December 1950 the living index in Bombay was 310 but it was also pointed out that the index at the time of hearing that in September 1951 it has gone up to 333. The learned adjudicator did not link the Dearness allowance to the rise and fall in the cost of living index number in the case of the employees of the company because he found that the method adopted by the company was on the whole beneficial to the employees as they link the dearness allowance to the pay on salary slabs. He rejected the demand of the workers to raise the Dearness Allowance to 100 per cent. neutralisation in the cost of living keeping in view the company's capacities to pay. He fixed the dearness allowance in paragraphs 30 and 61 on his award as adjudicator and in para 11 of his award as arbitrator.

36. The first four items of the list are identical. He allowed dearness allowance Rs. 35 to persons drawing salary up to Rs. 50, Rs. 40 for persons drawing Rs. 51 to 100, Rs. 31 and 10 per cent of salary due according to the pay scale as

altered by his award to persons drawing salary Rs. 101 to Rs. 175 and Rs. 35 and 10 per cent. of the salary fixed by him to persons drawing salary of Rs. 176 to 325 and Rs. 36 and 10 per cent of the salary due according to the pay scale fixed by him to persons drawing Rs. 326 and over. The last case was not to be found in the Branches award. For Inokadams and hamals a fixed dearness allowance of Rs. 32 was fixed and Rs. 30 for the lower grade staff both at the head office and the Poonah Branch. In his award as an arbitrator he fixed Rs. 30 a month for the lower grade staff. In the same award he allowed the Dearness Allowance to stand at Calcutta, Dacca, Rajsahi and Gauhati Branches. I am glad to note that the company made an offer that they were prepared to increase the dearness allowance by Rs. 5 in all cases except in Calcutta and Gauhati where the rate of dearness allowance is fairly high. I think it is a fair offer and I give my award in the same term. They should come into force from 1st of July 1951. Under this item there was also claim of dearness allowance for pensioners which I have dealt with under Item No. 9 where I rejected this demand.

37. *Item No. 4—Residential Accommodation or House Rent allowance.*—This item is covered by demand No. 18 and 30(18) that the company shall acquire and build housing accommodation for letting out to employees at reasonable rent. The federation relies upon Bank's award where house rent allowance was awarded and they also refer to Central Pay Commission which has recommended housing allowance of Government servants. The company on the other hand points out that the clerical staff at the Head office and of the branches is recruited locally. They also point out that on account of certain enactment like Bombay Act VI of 1939 and Bombay Act VII of 1944 rents could not be increased easily and also the fact that the basic wage of an employee always takes into consideration, the housing accommodation. This matter came up for consideration before the last adjudicator and he has dealt with it in para 56 of his award. I respectfully agree with the reasoning given by him and I reject demand No. 18. As regards 30(18) I am doubtful if a Tribunal has any powers to order an employer to build houses for his staff. Moreover this is the responsibility of the state. Reference may be made to 1951 II L.L.J. page 387 in para. 63 in support of my view. I would therefore reject these demands.

38. *Item No. 5—Acting allowances for officiating in higher posts.*—The federation demand in demand No. 15 that A(1) at the head office the assistant who acts in place of senior assistant should get an acting allowance of Rs. 30 per month. (2) The Senior Assistant who acts as head clerk should be given an acting allowance of Rs. 50 per month. (3) The head clerk who acts as Superintendent should get an acting allowance of Rs. 75 per month B(1) At branch offices the Assistant who acts in place of senior Assistant or Assistant Cashier shall get an acting allowance of Rs. 25 per month. (2) The senior Assistant who acts as Head clerk should get an acting allowance of Rs. 40 per mensem. (3) The Assistant Cashier who acts as cashier shall get an acting allowance Rs. 40 per mensem. (4) The Head clerk who acts in place of Chief Assistant should get an acting allowance of Rs. 60 per month. C. *At Inspectorate Offices.*—The Assistant who acts in place of senior Assistant Cashier should get an acting allowance Rs. 40 per mensem.

39. All acting allowance should be calculated on monthly basis and payable for any period of one week or over. The addenda to this demand 15(a) is No. 4. An Assistant who acts for the Assistant cashier should be paid an acting allowance Rs. 50 per month at the head office. Before the previous award the company used to give an acting allowance if the incumbent worked for a higher post for a month or more. In the last award it was pointed out in para. 22 that as there was no such post as senior assistant and first assistant the demand for Rs. 20 could not survive. The period of acting was reduced from one month to 15 days for enabling a person to qualify for acting allowance. The Assistant who worked for Head clerk was allowed Rs. 15 as acting allowance, and the Head clerk who acted for the Superintendent was allowed Rs. 25 per month. Evidently there was no case for an Assistant acting for an Assistant Cashier before the last Tribunal. I have no reason to differ from the findings of the last Tribunal. The company says regarding addenda that no clerk takes up the post of an assistant Cashier but I think that if an occasion arises he should get Rs. 15 per mensem if he works for 15 days or more. The reasons given by the last Tribunal for fixing 15 days, if I may say so are sufficient. If any precedence were needed I would refer to the award in Turner Morrisona case 1951 I.C.R. at page 276-7 and the Asian Award in 1951 I.C.R. at page 663. This point about acting allowance does not seem to have come before Mr. Shah as Arbitrator with regard to branches. The same rule is to apply to Inspectorate offices also. A similar demand for acting allowance has been made in demand No. 56 along with that also goes demand No. 58. Demand No. 56 is for allowance to those assistants who carry on the work of an

Assistant in the category for which allowance has been mentioned in demand No. 16. He shall be paid such allowance even if he does not work full time. The arrear of such allowance should be paid from 1st July 1948 to those who have worked in that category whether full time or part time for which allowance has been awarded by Mr. Shah. This will be clear from the elucidation of demand Nos. 56 and 58 in para. 70 of the Federation's written statement. They say that in order to avoid acting allowance the company may ask the employee to do the work only part-time. The company points out that it has been the practice of the company to pay Rs. 10 as an allowance if they showed certain amount of efficiency and if they were doing full time work. The typists were not given any allowance in the Arbitration award. In Lucknow it has been the practice that the clerks used to type their own letters which are very few on the general machine. During the conciliation proceedings it was agreed that full time typist should be engaged, and infact two full time typists were appointed. With regard to the peons who are alleged to have worked as record clerk, all that they did was to bring records to the record room and to take records out of the record room. So far as the Nagpur peon is concerned he does not know English at all. I am afraid these demands (56 and 58) cannot be allowed.

40. *Item No. 6.—Travelling allowance and joining time on transfer.*—I do not find any mention of this demand in the charter of demands nor do I find anything from any notes recorded at the time of argument. Evidently the parties are content with the present practice so I need not pass any order on this item.

41. *Item No. 7.—Subsistence allowance during period of suspension.*—This is demand No. 20 of the charter. The statement of the federation is to be found in para. 89 of the statement and they claim in the demand 75 per cent. of the monthly salary and allowances of the persons suspended at the date of suspension. They refer to Bank's Award para. 324 and also to the principles involved in para. 7 of the wages Act. The management through Shri Vimadialal suggests that subsistence allowance should from the date of coming into force of this award, be allowed at the rate of 50 per cent. of the pay of the employees. It is quite a good offer and I accept the same. The amount to be calculated should include the basic pay as well as dearness allowance.

42. *Item No. 8.—Bonus*—This is demand No. 24. The demand is worded as follows:—Bonus should be paid to all employees unconditionally whether they were in service at the time of declaration of such bonus or not, provided they were in service during the year the bonus relates. Proportionate bonus should be paid to the employees who may not have completed one year's service during the year in question. For payment of bonus the total earnings of an employee should be taken into account and not his salary alone. In para. 90 of their statement the federation says that a worker should not be deprived of his bonus simply because he was not in service at the time of declaration of bonus and the rest of the statement is an amplification of the demand. The company on the other hand points out that the company has been paying bonus since the year 1910 to all the employees who have been in the service of the company for at least 12 months up to the end of the year from the profits of which the bonus is declared and who are still in service of the company up to the time of the sanction of the bonus by the share holders and policy holders at the annual general meeting of the company. They contend that their present practice is a good one and no alteration should be made. Moreover they contend that the bonus should be paid on the basic salary and not on the total remuneration. They rely upon the observations made in 1949 I.C.R. page 830, at page 835 where it was stated as follows:—

"The demand in so far as it relates including dearness allowance in the calculation of bonus must summarily be rejected as bonus has never been conceded by Industrial Courts or Industrial Tribunals in this province as an additional wage". This matter has been dealt with by the last adjudicator in para. 36. As the demand before the adjudicator was for future years it was not pressed. The company has been paying 2 months bonus every year since 1943. Formerly they were paying only one month's bonus from 1910. In view of these materials I think that the present practice of the company is quite reasonable and no interference is called for.

43. *Item No. 9 of the schedule in Notification is Provident Fund and Gratuity.* Under the heading gratuity which is under demand No. 23 the federation claims that an employee on retirement or resignation should be paid one month's total earnings of every completed year of service subject to the minimum of five completed years of service. The amount of gratuity shall be calculated on the total earnings of the employees in the last month in which he drew his full salary and all allowances. In case of death however gratuity should be paid to the heirs of

the deceased employee without any restriction as to minimum service. In case of an employee being required to leave the service due to serious illness as T.B. etc., or being incapacitated while in service a gratuity at the above rate should be paid without any restriction as to the minimum period of service. They also mentioned the rates at which gratuity should be paid if the service of the employee is terminated by the company or by his resignation during 5 years. In their written statement the federation suggest that the last adjudicator granted gratuity to the employees at much lower rates than what has been granted by other awards. The management on the other hand refer to the award of Mr. Shah where in para. 36 of his Award a detailed method of giving gratuity by the company was laid down. This award was certainly an improvement upon the conditions that prevailed before e.g., formerly the company was paying gratuity on the basis of twelve months' salary on 30 years service but the adjudicator fixed 20 years of service. For very good reasons he was not prepared to reduce the period to 15 years as in Banks' Award. He ordered that the gratuity should be paid to all employees of the company according to the following scales.—

1. On the death of an employee while in service of the company—one month's salary for each completed year of service subject to a maximum of 15 months' salary, to be paid to his heirs, executors or nominees.
2. Voluntary retirement or resignation of an employee after 20 years of continuous service in the company—15 months' salary.
3. (a) On termination of the service by the company after 15 years' continuous service but less than 20 years' service in the company—2/3 of 1 month's salary of each year of service.
(b) After 20 years continuous service in the company 15 months' salary.

44. Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct. Salary for the purpose of calculating gratuity shall be substantive salary exclusive of allowances of the employee on the date the employee ceases to be an employee of the company. This gratuity should be paid to clerks as well as lower grade staff and the scheme was to take effect from 1st of July 1948 to such of the employees as have become eligible for it on or after that date. The federation have not been able to satisfy any of the conditions mentioned in the Bihar Sugar Award under which I can interfere with the previous award. I see no reasons to modify the previous award. On this point my award is against the federation.

45. The provident fund also forms a part of item No. 9 but it has been dealt with along with pension which is item No. 10 of the notification. They are both mentioned in demand No. 25 of the federation. These two items also were considered by the last adjudicator in para. 37 of his award. Apart from other reasons there is a legal difficulty in interfering with the present rules. The pension and provident fund are under a Trust and the Trustees of that fund are not parties to the present dispute. I am quite in agreement with the last adjudicator that pension and provident fund rules are quite reasonable and they should not be interfered with in the absence of the Trustees. A reference may be made on this point to the case reported in II L.L.J. 1951 page 338 where the Appellate Tribunal said that the contentions, if upheld, would require a drastic change in the existing provident fund rules. The Trustees to that fund are not parties to this appeal and they hold that these two questions cannot be gone into in their absence. There is another matter which can be disposed of although it forms a part of item No. 3 of the notification. The submission of the federation is that dearness allowance should be allowed to pensioners also but the difficulty is that after retirement a worker has no connection with the company as pointed out by the company. He has only dealings with the Trustees of the pension fund. I do not see now dearness allowance can be allowed to pensioners.

46. Item No. 11.—*Insurance at a reduced rate of premium.*—The demand No. 26 is that the employees should be given a reduction in premium on their own life policies with the company equal to 50 per cent. subject to a maximum sum assured up to Rs. 10,000 and all lower grade employees shall be given free insurance policies for Rs. 2,000 each payable at the age of 55 of the employees concerned. Exhibit 16 is a list filed by the federation showing the concessions given by the Sun Life Assurance Co. of Canada, Western India and the Oriental. This demand was dealt with in the last adjudication in para. 38 from which it appears that at that time the workers demand of reduction in the premium equals 33½ per cent. subject to a maximum sum assured up to Rs. 10,000. This time the demand is for reduction of 50 per cent., the maximum being Rs. 10,000. From the list exhibit 16 it appears that the Sun Life Assurance Company gives 50 per cent. concession

up to a sum of Rs. 2,000 for unmarried employees and Rs. 5,000 for married employees. The Western India Life Insurance Company gives 50 per cent. concession for unmarried employees upto Rs. 3,000, and in case of married persons the same. Of course the percentage is graded. In the case of the Oriental there is no restriction to the amount and they allow 10 per cent. concession to their employees. This demand was rejected by the last adjudicator and I would also do the same for similar reasons.

47. *Item No. 12.—Leave rules and leave reserve.*—These are covered by demand No. 27 of the Federation and the counter application by the company will have to be considered along with that. I am indicating my views in the light of the demands made by the Federation and the counter demands made by the company. The demands of the Federation are as follows:—

Leave Rules:

All employees shall be entitled to leave according to the following rules:—

(a) *Privilege Leave.*—One month per annum which an employee should be allowed to avail himself of at any time during the year.

(b) *Casual Leave.*—21 days per annum.

(c) Leave shall not be refused to any assistant when there is leave due to him except under extraordinary circumstance and these shall be specifically informed to him in advance.

(d) Casual leave shall be allowed to be prefixed and/or suffixed to Holidays.

(e) Casual Leave shall be granted 10 days at a time, if so desired.

(f) Leave Under Clause 3 of the Leave Rules shall be allowed as many number of times during the year as may be necessary.

(g) If an employee while on privilege leave asks for further leave submitting a medical certificate in support thereof, such further leave shall be treated as leave under Clause III and it shall not be treated as extension of privilege leave.

(h) Leave availed of by an employee under Clause No. III or IV shall not in any way effect his promotion, bonus or continuance of service.

(i) Leave under Clause IV shall always be granted whenever an employee is not eligible for leave under Clause III.

(j) Quarantine leave shall be granted to an employee if any member of his family suffers from any disease which breaks out or is likely to break out in an epidemic form.

(k) Leave under Clause IV shall be invariably granted to an employee if he suffers from any disease which breaks out or is likely to break out in an epidemic form.

(l) Each employee shall be allowed to accumulate privilege leave up to a period of four months.

(m) Intimation of privilege leave having been sanctioned or rejected shall be given in writing within four days from the date of application in ordinary cases and on the same day or the next day in urgent cases.

(n) Intimation of casual leave having been sanctioned or rejected shall be given on the same day or the next day and in urgent cases immediately.

48. THE EXISTING LEAVE RULES AS FOLLOWED BY THE COMPANY AND WHICH IS EXHIBIT NO. 11 OF THEIR STATEMENT ARE AS FOLLOWS:—

ORIENTAL GOVERNMENT SECURITY LIFE ASSURANCE COMPANY LIMITED

(Incorporated in India, 1874).

Leave Rules.—The Directors have considered and approved of the following amended Regulations to govern the grant of privilege and other leave to members of the staff throughout the Company's service who are not eligible for special leave under covenant or specified agreements.

I. *Privilege Leave.*—(a) No privilege leave shall be granted until an employee has been in the service of the company for at least one year;

(b) Employees of under 10 years' service shall be allowed privilege leave of three weeks per annum and employees of 10 years' service and over of, one month per annum;

(c) No privilege leave shall be allowed to accumulate beyond two months in the case of employees of under 10 years service beyond three months in the case

of employees of 10 and under 20 years' service and beyond four months in the case of employees of 20 years' service and over.

II. *Casual leave*.—(a) Casual leave may be granted for a period not exceeding 15 days per calendar year but not more than six consecutive days shall generally be granted at any one time. Casual leave will not be deducted from any privilege leave due or which may become due to an employee.

(b) Short absences on account of sickness unsupported by a medical certificate shall be treated as casual leave.

(c) Casual leave shall not be cumulative nor shall any casual leave be considered as a prerogative of any employee.

III. *Ordinary Sick Leave*.—One half of the total period of absence on account of sickness supported by a medical certificate and not falling under Rule IV will form a deduction from such privilege leave as may be due without having been availed of and as may accrue in the future while the other half will not be deducted either from privilege or casual leave nor will it be added to the leave granted under Rule IV.

IV. *Special long leave*.—In the event of long leave having to be granted to any member of the staff on account of serious illness or for some such reason as makes it absolutely necessary, such leave up to a maximum of 12 months during the entire period of service on full pay may be granted at the discretion of the Management and such leave will not form a deduction from privilege leave according to the rules herein before laid down.

V. *Leave without pay*.—(a) Any leave taken in any one calendar year in excess of leave that can be availed of as provided for in these rules will be without pay, but such leave will not form a deduction from any privilege leave which may accrue in the future.

(b) It is within the discretion of the management to modify this last Rule if the merits of the case appear to demand it.

VI. These rules will come into force as from 1st January 1942.

Dated 3rd March 1943.

(Sd.) Manager.

49. *Privilege Leave*.—1(a) The counter demand does not want any change in item (a) but the Federation wants one month per annum to be availed of at any time of the year. I have seen the Central Government rules, Ministry of Finance, dated 6th March 1950 but there is difference between private concerns and the Government. I would allow proportionate privilege leave @ one month per annum, even to those who have not completed one year's service.

(b) All employees should get privilege leave @ one month per annum. The counter demand wants to retain 3 weeks for persons below ten years' service, but I would change the rule as above.

(c) The counter demand wants to delete that portion of the rules which allows accumulation up to four months of privilege leave for persons of 20 years' service or over. When they have enjoyed this privilege so long I would not like to change it.

2. *Casual Leave*.—The Federation wants 21 days casual leave. This cannot be allowed. 15 days casual leave is the general rule. Federation further wants 10 days leave at a time but 6 days at a time are allowable. The company's counter demand is to reduce casual leave to 10 days a year and not more than 4 days at a time. This counter cannot be allowed. The present rule otherwise is quite satisfactory. Prefixing or suffixing casual leave to a holiday or a Sunday is allowed but not both. To this extent the Federation's demand is allowed. The casual leave shall not be cumulative.

50. Except for the changes mentioned above the present leave rule will continue. Counter demand No 2 is rejected. I see no reason to alter the present rules on this point. The other sub-demands, not affected by this order, are left to the discretion of the management.

51. *Leave Reserve*.—Demand No. 32(D) deals with this. There shall be a leave reserve in each department upto 1/6th of the strength of each department. This matter was not before the last adjudicator. The Federation says that this is necessary because about 1/6th of the employees in the department is usually absent. If the leave reserve is not maintained it will put extra strain on the employees. The company on the other hand points out that the strength of the employees at Branch offices and all the departments in the Head office is fixed, having regard

to the fact of large number of absentees and therefore there is no justification for this demand and this should be rejected. My attention has been drawn to Associate Cement company's award 1951 II L.L.J. at page 398 para. 45 where a demand like this was rejected. It was also rejected in Tata's Oil Mill Company's award 1951 I.C.R. para. 86 at page 545. This last case gives very good reason for rejecting a prayer of leave reserve on a basis of 1 man to 10 employees and I am afraid I must reject this demand also.

52. *Item No. 13.—Hours of work and overtime.*—This corresponds to demands 21 and 22.

Now demand No. 21 is that the hours of work shall be from 10-30 A.M. to 5-30 P.M. with a recess of one hour week days other than Saturdays and from 10-30 A.M. to 1-30 P.M. on Saturdays. The actual office hours at the different offices of the company may be fixed differently in consultation with the union concerned provided the actual period of work does not vary. Lower grade staff shall not have actual working hours longer by half an hour than those stated above, and the watchman's actual hours of work should not be in excess of 8 hours. There shall be 2 watchmen in the night for each building of the Company. The actual working hours for the Liftmen shall be from 10 A.M. to 5-30 P.M. on week days and from 10 A.M. to 1-30 P.M. on Saturdays. They shall be given short rest at intervals. The Federation says that they should revert to the working hours prevailing prior to November 1946 and the present timing is not agreeable to the workers. The company points out that the present working hours are 10-30 A.M. to 5-45 P.M. with a recess of one hour on week days and from 10-30 A.M. to 2 P.M. on Saturdays. The total working hours in a week are therefore 34½ hours and they are not longer than the hours in similar concerns. The company also points out that prior to 1946 the hours of work were from 10-30 A.M. to 5-30 P.M. with a recess of ½ hour on week days whereas the present hours are from 10-30 A.M. to 5-45 P.M. with an hour's recess so that the working hours remain the same nearly 31½ on the week days except Saturday. As regards Saturdays the old hours were from 10 A.M. to 2 P.M. whereas they have been reduced now from 10-30 A.M. to 2 P.M. The recess of one hour was given under the provisions of the Shops Act. So far as the lower grade employees are concerned it is pointed out their working hours do not exceed the limit of 208 hours per month and although they have to attend earlier and leave later than the clerical staff, the learned adjudicator thought that no reduction in hours need be made. With regard to watchmen the company said that it is the practice in Bombay to have night watchmen from 5-30 P.M. to 9-30 A.M. The company further submits that one watchman for the night is sufficient and there is no necessity at all for 2 watchmen. As regards the liftman the present working hours are quite reasonable as compared to other concerns. They have filed a table which is Ext.Z(8) of this record from which it will appear that the hours of work of various Insurance companies in Bombay are higher than that of Oriental, the notable exceptions are Bombay Mutual, Western India Life Assurance Company, Common Wealth Assurance Company, Prithvi Insurance Co., Mysore Government Insurance Department and the Mysore Insurance Co., whereas eleven other companies have higher working hours per week. I do not think I can interfere with the present hours of work.

53. *Demand No. 22.—Employees at head office living at and beyond Thana* shall be given a concession of 10 minutes in the time for attending the office. Similar concession should be given at the branches for people living beyond a radius of three miles of the office concerned. In the last award the demand was that employees living beyond thana and Borivili should be given a concession of 10 minutes and this was allowed. Thana and Borivili are situated 20 miles outside Bombay. I do not think that there is any harm in allowing people this concession not only from beyond thana and Borivili but also from Thana and Borivili and also to those beyond 3 miles from the other offices. I give my award accordingly.

54. *Item No. 13.—Overtime.*—No employee should be required to work before or after office hours but should such a contingency arise due to extraordinary circumstances an employee should be given double wages for the period of over-work.

In para. 32 of the last award referring to the Shops' Act Sections 11 and 32 the learned Adjudicator held that unless they exceeded the limit of 208 hours a month it would not be considered overtime. Reference has been made to the Associate Cement Company's Award para 59, 1951 II L.L.J., page 399. The award of the last arbitrator has been referred to in this case. In the Associate Cement Company case the Tribunal laid down as follows:—

"Where an employee is required by the company to work more than $\frac{1}{2}$ hour beyond the hours prescribed by the company but within the limit prevailed by law he will be paid overtime allowance on the basis of his basic wages but without dearness allowance. The monthly basic wage of an employee should be divided by the number of scheduled working hours in a month in order to arrive at the hourly wage and payment should be made accordingly. If an employee is called on a Sunday he should be paid $1\frac{1}{2}$ rate that day and given a compensatory holiday."

55. The company has resisted this demand on the ground that giving overtime allowance would create a tendency in the clerks to accumulate arrears of work and to attend to the same only after office hours with a view to earning overtime. I think the observations in paragraph 59 of the Associate Cement case award should be followed because this case followed the decisions arrived at in General Motors case.

56. *Item No. 14.—Medical aid and expenses.*—30(15) is the number of the demand in the charter which runs as follows:—Medical expenses incurred by a member of the staff on account of long and serious illness shall be made good by the company. In paragraph 132 of the federation's statement it is pointed out that these are unforeseen calamities which involve heavy expenses and this demand should be met by the company. The management on the other hand point out that the free or cheap medical aid is a responsibility of the state and not that of the employers and therefore this demand should be rejected. This matter was not agitated before the last adjudicator. The company further points out that working in insurance involves no occupational hazard and some facility has been provided for the lower grade employees. They refer to the award in Firestone Tyre Company's case reported in 1951 I.C.R. page 983. The observations are to be found in paragraph 136 at page 1014. My award is against the federation on this point.

57. *Item No. 15.—Method of recruitment, procedure for termination of employment and taking disciplinary action.*—Demand No. 29(5) of the charter of demands says that employees should be given an opportunity to know and reply any adverse remark before they are entered in their service record.

If in regard to any matter the action taken by the Management is not deemed satisfactory the question would be referred to arbitration in the manner set forth above. The reference is to para. 2 of the demand No. 29. The federation says in para. 92 of the statement that rules of this nature will give a fair chance to employees. The company refers to the observations of the last adjudicator who states in para. 46 of the award as follows: "If the demand was conceded it would interfere with the internal management and obstruct the smooth working of the company and make discipline impossible. The demand is unjustified and rejected." My attention has also been drawn to the decision in the case of Madras Electric Tramways, 1951 II L.L.J. at page 204 where the Appellate Tribunal said that the punishment should be left to the discretion of the management. The rule of the company is that an employee is always asked for his explanations if any adverse report is made by his immediate superior or the next superior officer and each case is considered carefully by the management and thereafter the manager takes necessary action. In view of these materials I would reject this demand.

58. *Demand No. 30(3) under the same item No. 15.*—This was not before the last adjudicator. In their statement in para. 126 the federation points out that the company has been stopping promotions for late attendance and the rule should be modified. Originally when stoppage of increment was introduced in 1947 the employees were not given any warning on this score and in demand 46 (C) they further say that those increments which were stopped on this ground should be paid from the date of their stoppage for the years 1947, 1948 and 1949. In demand No. 66 they say that those employees whose increments have been stopped for late attendance during the year 1950 shall be given the arrear of increments, from date of stoppage. The company on the other hand says that the company followed the following rule with regard to those persons who came late. The practice is to allow five minutes' grace to all employees and ten minutes to those who come from Thana, Borivill and distant places. The company further points out that increments were stopped only in the case of employees who came late on more than 100 days in the year and a circular was issued that the employees who came late for more than three days in a month that is 36 days in a year would have their increments stopped but in practice disciplinary action has been taken in the shape of stopping increment against those only who came late more

than 50 days in the year. I think this is quite a healthy practice and this Tribunal would not interfere with the practice prevailing now.

59. Demand No. 30(16) is to the effect that sons and relatives of the employees shall be given preference at the time of recruitment provided they possess minimum qualifications required for that post. This particular matter has not been referred to in the statement of the federation. The company on the other hand points out the particular demand has not been referred to in the written statement of the Federation and they further point out that efficiency should be looked into and not relationship. I am of opinion that when the candidates do not come up to the required standard they need not be appointed simply because of their relationship but I would recommend that sons and relations of an employee should be given preference if their qualifications are not inferior to those of the other candidates. The award in Calcutta Electric Supply Co. 1951 II L.L.J. page 97 may be referred to where it was held that company cannot be tied down to recruiting the relatives of employees because the company should be left the sole judge of their eligibility.

60. Demand No. 63 (first part).—The management shall not hereafter effect any retrenchment without the consent of the union at the respective centres. In para. 162 of the statement they say that very often under the plea of retrenchment, victimisation is practised. Therefore, it is necessary that the union should be consulted. The management points out that it is incorrect to say that on the plea of retrenchment favouritism is practised. No hard and fast rule should be laid down in this connection. Reference is made to the award in Fazalbhai Nathu and Co. 1950 I.C.R. page 569 also Ford Motor Company case 1949 I.C.R. page 308. I think if it is ordered that the consent of the union is to be taken first it will practically amount to holding that the union will have a voice in the internal management of the company. If they have any grievance they can fully agitate through proper channel. My award is against the federation on this point.

61. Item No. 16.—*Terms and Conditions of Service.*—These are to be found in demand Nos. 28, 29(2) (3) (4), 41, 42A and C, 43, 46D and 67. Under demand No. 28 the federation wants, firstly that no employee of the company should be discharged from service without being given opportunity to rebutt charges framed against him. There should be a reference to arbitration in case of disputes. In the previous award the practice of the company was approved,—in para. 42 of the award. As regards the demand of reference to arbitration which demand is also made in other demands 29(5), 30(10), 30(14), 52A and B and also demand No. 7, in paragraph 42, the adjudicator observed "On the face of it, this is a tall claim and if conceded it will seriously interfere with the internal management of the company and will let loose some element of constant conflict with the employees." A reference may also be made to the Appellate Tribunal decision in Madras Electric Tramways Company and their workers 1951 II L.L.J. at page 204. The passage to which reference has been made in the statement of the management is in paragraph 22 of the judgment. "So far as this particular item is concerned I think it will be desirable that no employee should be discharged without being given an opportunity to rebutt charges brought against him. But as the management is following the practice of asking for an explanation from the employee before taking any step nothing further need be said.—" With regard to reference to arbitration. The demand I feel, was rightly rejected. As regards 29(2) which was a demand of augmentation of income by outside work the adjudicator's award in paragraph 44 contains the following passage. "The demand is that no employee should be prevented from augmenting his income by working before or after office hours. The employees of the company are permitted to canvass work for the company and are thus afforded a useful source of augmenting their income but if by the demand it is meant that the employee should be free to work for other company's work outside office hours, then certainly it cannot be entertained. The demand made is vague and cannot be accepted". I agree with the bulk of the arguments made in these observations but I should like to distinguish between two kinds of work. I would permit them to work outside office hours for this company but I would not allow them to work for any other company. 29(3) Employees not to be debarred from public activities.

62. This demand was rejected by the last adjudicator and I agree with him on this with due respect. 29(4) Every employee shall be given a service book where in all particulars regarding him and all remarks regarding his work shall be entered. For the reason given in 1950 II L.L.J. page 1973, I would reject this demand also.

63. Demand 41—*Washing and sweeping of floor to be carried out by staff specially appointed for this purpose.*—In para. 27 of the previous award it was

noted that the washing and sweeping of the floor was done by hamals. It was a part of their duty and they did it in batches and the washing was done only once a week I do not think that a separate staff is necessary specially when this is a part of their duty. Moreover I understand they pay an extra amount for this sort of work.

64. *Demand No. 42(A).*—In this demand the federation wants that the lower grade employees of all categories and all the offices of the company shall be given four cotton uniforms, one woollen uniform and a pair of pathan sandals and an umbrella every year. By the previous award in para. 28 the practice of the company of giving two new uniforms every year, allowing the employees to keep the old ones was approved and the demand for six uniforms was rejected. The practice of giving one umbrella every two years was also approved. The demand for sandals was rejected because according to the last adjudicator it did not form part of the uniform. In this connection I would refer to one of the decisions *Burmah Shell award 1950 I.C.R. supplement at page 296 (para. 88 may be referred to)*. The present practice seems to be quite reasonable and I would reject the demand in its present form. 42(C) The demand is that no employee should be asked to bring the dak from post office on Sundays and holidays and before or after office hours. The management says that no employee is asked to bring dak on Sundays and holidays. They further say in their written statement in para. 161 that the employees work in two batches and as dak is likely to be brought to office before working hours of the clerks and sent to the post office after the working hours of the clerks the demand that the workers should not be asked to go to the post office before or after office hours be rejected. But after some discussions it transpired that at present dak is being brought during office hours. If any department sends any of the employees before office hours the management undertakes to stop that practice by sending out instructions to the officers concerned. The same will be the case with regard to sending out employees after office hours. I think this is a reasonable attitude, and my award will be in the above terms.

65. *Demand No. 43(A).*—The annual increments shall hereafter be given according to date of joining of each employee and full credit shall be given to him for the service rendered from the date of joining. In para. 152 the federation points out that if their demand is not acceded to, there may be instances that when a man works for months he is not entitled to increment simply because a particular date is fixed for counting increments. With regard to demand (B) they say that this demand is very just and reasonable. The company says with regard to sub demand (A) that the company has fixed one day for the entire staff at Head Office at which time the increment for the entire staff should commence and this has been fixed always as the first of July every year. This is an old and wholesome practice as it enables the officers to consider the merits in respect of the various clerks at one and the same time in the year. In the course of augment Mr. Godiwala emphasised the points in the written statement. I am afraid I do not agree with him with regard to demand No. 43(A). No precedents have been cited on this point. I am afraid I cannot allow the demand in 43(A). So far as 43(B) is concerned I think the demand is reasonable. The increments should be announced within a month from the first July every year to enable those who have not got the increments to move further in the matter. My award will be that increments should be announced within a month from the first of July every year.

66. *Demand No. 46 (D).*—Those employees who had completed eight years of service as on 1st July 1947, 1st July 1948 and 1st July 1949 respectively but were not promoted to the senior grade shall be given arrears of salary and D.A. calculated on the basis that such promotions to the senior grade has been given after completion of 8 years service. Demand No. 67 simply adds the 1st of July 1950 to the list of dates mentioned in Demand No. 46(D). In para. 156 of their statement they elucidate this demand. The company on the other hand says this sort of increment would amount to reducing two grades to one grade only. That the senior grade is a selection grade for clerks who have shown capacities and abilities for work and are regular in attendance. Unless the clerks in the junior grade show these qualities the automatic promotions after 8 years would reduce the quantity of work. They refer to paras. 6 and 16 of Mr. Shah's award where this prayer was rejected and the prayer for removal of efficiency bar was also rejected. My attention has been drawn to the award in U.P. Electric Co. reported in 1951 I.L.L.J. 456 where the Appellate Tribunal observed, "Whether a particular employee should be promoted from a lower grade to a higher grade depends not only on the length of service alone but also on his efficiency and other qualifications and our view is that on the question of promotion it is the management and the management alone which is to decide the matter". I therefore reject these two demands.

67. *Item No. 17.—Rules regarding promotions.* Demand 32(C) which was not before the previous adjudicator is to the following effect.—When the Head clerk is absent from duty, his duty should not be entrusted to one or more other Head clerks but shall be entrusted to the senior Assistant in the department. The federation says that the company tries to save acting allowance if a first assistant works in place of Head Clerk and also to deprive him of the chance of becoming a Head clerk. The company points out that there is no such post as that of a senior Assistant in any department. Moreover the company does not want that its hands should be fettered in dividing the work of the absentee Head clerk to one or more other Head clerks. This matter was dealt with in paragraph 8 of the last adjudication which did not encourage this procedure. I am of the same opinion. The next demand coming under this item is Demand No. 35. It has been divided into four parts. Part (A) says that all vacancies in the higher posts should be filled in from amongst the office staff according to seniority and efficiency and the vacancy should not be allowed to continue for more than one month.

(B) Head Clerks shall be appointed from the members of the staff from the members of the particular department with which the Head clerk was connected.

(C) Superintendents should be appointed from amongst the Head clerks for the departments concerned and the posts of Assistant Branch Secretaries and chief Assistants should be filled in from amongst the staff of the particular branch. The main contention of the federation is that if the demands are not granted it might lead to favouritism and their complaint is that some of those appointments have been given to favourites of the management. The management on the other hand contend that these are matters which should be left to the discretion of the management. This matter was before the previous adjudicator and he disposed of the matter in paragraph 52 of his award holding ultimately that it would not be proper to insist that the company should make appointments to higher posts simply on the ground of seniority or even efficiency.

Nor would it be proper to ask the company that no outsider would be recruited to such higher posts. I agree with this view. With regard to sub-demands B.C.D. the company says that those are matters which should be left to the discretion of the company. A number of cases have been cited before me but I would content myself by referring to Appellate Tribunal judgment in U.P. Electric Company 1951 I L.L.J. at page 456 where the Appellate Tribunal held that in the matter of promotions from one grade to another efficiency and other qualifications count besides seniority and that in the matter of promotion it is the management and the management alone to decide the matter. There is another case reported in 1951 I L.L.J. at page 322 where a similar view was expressed. In the associated Cement Company's award in para. 55 the same view is expressed. The case is reported in 1951 II L.L.J. at page 399. I am afraid on this matter I cannot give an award in favour of the federation.

68. *Item No. 18. Standing Orders.—Regulating conditions of service of employees.*—This is included in demand No. 30(4) and the demand is that the standing orders shall be framed in consultation with and with the approval of the federation. This matter was not before Mr. Shah. The federation in para. 116 says that reference may be made to Exhibit D of their statement to show the various grievances they are suffering under. The management on the other hand points out that there has been no standing orders as they are not necessary for a Life Assurance Co. The company is however willing to frame such standing orders as are necessary and requisite, having regard to the working of the company, and in that connection will observe all the legal formalities that are necessary. They further add that the clerks get assistance from the Head Clerk and if there is any further difficulty a reference is made to the Superintendent. The demand that standing order should be framed in consultation with the federation is resisted because if the federation itself is not recognised how can they consult the federation?

I am of opinion that the company should frame standing orders as they suggest. If there are any objections the federation will surely move in the matter.

70. *Item No. 19.—Holidays and payment for work done on holidays.*—This item is covered by demand Nos. 30(5), 30(6), and 30(7). 30(5) is that members of the staff shall be granted all the holidays declared as public holidays under the Negotiable Instrument Act, 1881 and also all the public holidays declared by the State Government concerned. This will hold good equally for holidays declared in advance as also as on emergency. In their statement in paragraph 88 they practically repeat this demand. The company says in para 112 of its statement that the company grants all holidays under the N. I. Act, 1881, except such holidays as are

granted for purpose of Bank balancing and holding of elections. Reference is made to 1951 I.C.R. page 378 paras. 94 and 95 where bank balancing holidays and devaluation holidays were rejected, 1951 II L. L. J. in the Associate Cement Co. case at page 400 where in para. 61 holidays for Bank balancing were not allowed nor for elections. But holidays notified for general elections to the state legislature were to be observed as holidays. I would therefore allow all the holidays which are declared as public holidays under the Negotiable Instrument Act, 1881 (except Bank balancing and devaluation holidays) and also holidays which are declared for election either to state legislature or to the House of the people.

71. *Demand No. 30(6).*—All sectional holidays declared by the State and Central Governments concerned shall be granted to the employees subject to deductions from casual leave. I find that in 1951 II L.L.J. page 283 giving of communal holidays was discouraged. I would not therefore allow this demand.

72. *Demand No. 30(7).*—Employees shall be given compensation at double the rate of emoluments for work done by them on public holidays, during the years 1947, 1948 and 1949. This has not been separately referred to in the statement of the employees. This matter was before the previous adjudicator where the Learned Adjudicator pointed out that whenever an employee is required to work on holiday or Sunday the company does give him a corresponding compensatory leave and the Federation's suggestion that two days compensatory leave should be given to them was unreasonable and he ordered that existing practice should continue. In my view compensatory leave alone for having worked on a Sunday or a holiday is not enough. My award would be that they should be paid at $1\frac{1}{2}$ rate for working on Sundays or holidays. I am partially relying upon this in para. 59 of 1951 II L.L.J. at page 387 (Associate Cement Company's case).

73. *Item No. 20.—Policy regarding inter departmental and inter branch transfer of employees.*—This item includes demand No. 29(1). The demand is that no employee should be transferred from one department to another if such transfer is detrimental to his interest or to the interest of an employee in the department to which he is being transferred if it is tantamount to an unfair labour practice. An employee who is transferred from one department to another in the interest of office he should be given an accelerated promotion equal to at least one increment. An employee may be transferred from department to department in the initial period of service that is up to five years provided there is a regular scheme of training. This matter came up before the last adjudicator who held in paragraph 43 of his award that the company's discretion in such matter in inter-department transfer should not be fettered but it is for the company to see and bear in mind the employees' interest in making such transfer. I would word my award slightly differently. The inter-departmental transfer should not be to the prejudice of the person who is being transferred unless it be in the nature of a punishment or penalty. Demand No. 32(G) Second part runs as follows:—

74. The index department of the head office shall be treated as a separate department. The department shall be hereafter staffed by record grade assistants. All the clerical grade assistants will be transferred to other departments within a period of 2 years. This part of 32(G) was not particularly elucidated in the Federation's statement nor was in the subject matter of the last adjudication. The company has pointed out that there is no such thing as index department in the Head office. This name was loosely given to a section of the new business department, which kept a card register giving the names of all policy holders and proposers for reference. In the same department there is a section known as medical section. Both these sections being small were known as New Business group No. 1 department. I do not understand how this Tribunal can interfere with matters of this kind which is purely a matter of internal management. Coming now to the question of inter branch transfer of employees the demand is No. 64 in the charter which says that no employee of the company should be transferred from one office to another without his consent. This was not before the last adjudicator. It has been mentioned in para. 63 of their federation's statement and they say that it is self explanatory. The company on the other hand says that it is the practice of the company to engage people locally as far as possible. Except in case of apprentices and officers in the branches, inter-branch transfers are rarely made. Sometimes when reorganisation of branches is made and new offices are opened which were formerly under the charge of another branch, the work at the last mentioned branch would necessarily be reduced and it becomes necessary to transfer clerks from that branch to newly opened branch. Transfer from one branch to another has to be made as occasion arises but I am of opinion that the wishes of the clerks should be taken into consideration before an inter branch transfer is made. This is only by way of recommendation.

75. *Item No. 21.—Conditions of service of employees who have previously worked under a chief agency of the company*—This item is No. 47 of the demand which

says that employees of the company who were previously working under any of the chief agencies of the company shall in all respects be taken as having entered the company's service on the date on which they joined the chief agency's service and that they will get as from such date all the privileges and benefits such as point to point rise, gratuity pension etc. The list of the employees concerned is to be found in exhibit 'O' of the federation's statement. Their services were formally terminated on 31st December 1939 and they were reemployed at the newly started Branch office of the company at Poona as from January 1940. The federation says that they helped to build up the business of the company and as the company took over the agency's work in order to gain financially, the chief agency's employees' service should be counted from the date on which they joined the agency's service. The company in the course of argument referred to the case of Blackwoods' India Ltd. reported in 1951 in I.C.R. at pages 88 and 89. They further add that in the case of persons mentioned in Exhibit "O" their past services are considered for leave but not for pension. I find that although the agency terminated in the beginning of 1940 this matter was not agitated before the last adjudicator. Evidently it was not considered seriously a grievance at that time. Moreover the company points out that the facts in Blackwoods' case were different from the facts of the present case. The chief agents at Poona were the chief agents of this company as well as South British Company Ltd. The company had no voice in the fixing of salaries of the chief agent's employees and their service conditions. At the time the chief agency was closed the services of certain number of their employees were terminated by them. The company employed some of these employees on salaries considered adequate at the time. The company contends that these people should be deemed to have entered their service only on the date on which they were employed by the company. I am of opinion that this demand is belated. On the materials before me it cannot be granted.

76. *Item No. 22—General facilities—Now this includes demand No. 30(8) Delivery peons to be given cycles.*—It has not been separately referred to in the statement of the employees. The management points out that the company provides cycles at those places where no transport, trams and buses are available. In the course of the argument it was further said that the delivery peons were given cycles for the fort area only. They use trams and buses for any area outside this. In para. 29 of the last award this matter was left to the management's discretion. I am also of the same opinion. Demand No. 31 is to the effect that canteens and tiffin rooms shall be under the control and management of the union at each office or a canteen cooperative society. All necessary facilities such as space, furnitures funds etc., shall be given to employees by the management. There was an agreement on this point before the last adjudicator which is mentioned in paragraph 47 of the award. The agreement was Exh. 48 before him and in terms of that agreement he ordered that canteens and tiffin rooms would be managed by a committee consisting of two persons one being an officer appointed by the company and the other an employee selected by the union. The company says so far as the branches are concerned there are tiffin rooms but so far as the head office is concerned they started very well. But some difference arose on 16th July 1949, on which date the Head Office union passed a resolution that the head office canteen should be under the direct and effective control of the union. To this the company could not agree specially when they had to supply space, funds and furnitures as asked by the union. The company wants that there should be an officer of the company on the committee. I think so far as the Head Office is concerned the party should abide according to terms of the agreement entered into before the last adjudicator.

77. *Demand No. 37.—Number of lavatories to be increased.*—I may mention here that this matter was not before the last adjudicator. The federation does not say anything more in its statement. The company says that the number of lavatories at all places is entirely sufficient, and whenever it has been reported to be inadequate, steps have been taken to augment the number. I have seen the building and my attention was drawn by some of the officers of the union to the lavatories with the object of impressing upon me the fact that the number of lavatories was very small. It is very difficult for a Tribunal to order that the company should provide more lavatories in the Head Office. But as a recommendation I would suggest that if possible the number should be increased. Demand No. 38 is that the company shall provide for and maintain a library and reading room at all the offices and make available to the staff books and journals on trade union subjects. The company says that it is not possible to provide library and reading rooms at the branches. At the Head Office a room was allotted for the purpose where a library was started. Some officers and staff contributed towards the same and as the membership remained at a low figure, the room was utilised for office purposes. They referred to the Fire stone company's case reported in 1951 I.C.R. at page 1315 where a similar demand was rejected. I would not reject this demand altogether.

but would recommend that if the membership is sufficient the library which was originally started should be maintained at least at the Head Office.

78. Demand No. 39 and 53 (together).—39 is that the number of cycle stands should be trebled at Poona, Agra and Nagpur and in the course of argument Madras was also mentioned. Demand No. 53 is to the effect that cycle stands at all offices shall have shelters to protect the cycles from rain and Sun. I do not understand how this becomes an Industrial Dispute but the company says that the number of cycle stands are sufficient and more are erected wherever required and shelters for cycles are also provided by the company wherever necessary. When the company is doing this I do not think that an award is called for on this point.

79. Demand No. 45(a).—Water arrangement at branch offices shall be adequate and proper.

(b) *Khas tattis and heating and cooling arrangement should be provided.*—With regard to 45(a) there was a comment on behalf of the management that this was not an Industrial Dispute but the water arrangements at the Branch offices are quite adequate. With regard to 45(b) they say that *tattis* are provided where it is necessary but no heating arrangements are necessary on account of the working hours being during the day. I think that the reference by the federation to the Government offices is not very useful, because a private institution cannot be compared to a Government institution. My award is that the present arrangement is adequate.

80. Demand No. 50.—*Existing rights and privileges not to be disturbed.*—I am quoting this demand in full because no supplementary demand is found in the statement of the federation. It runs as follows:—

“Nothing contained in this charter shall adversely affect or take away from any employee or group of employees any right, privileges and concessions which are enjoyed by them by way of usage, practice or conventions, amenities or other conditions of service that are already vested in or enjoyed by such employees or group of employees.” It has not been specifically noted in the statement of the federation nor was it before the last adjudicator. No special award need be passed on this. Reference may be made to para. 136 at page 234 of the award in *Greeves' Cotton and Co. Ltd.* case which begins at page 163, 1951 I.C.R.

81. Demand No. 61.—Adequate number of fans and clocks should be provided in each office of the company and also adequate office equipment and furniture shall be provided. This matter was not before the last adjudicator. In paragraph 190 the federation says nothing new on this point. The management on the other hand points out that there had always been sufficient number of fans and clocks both at head office and branches. In the face of this statement this Tribunal cannot pass any order in favour of the federation. I must say after I have dealt with the various demands coming under the item General facilities that had the federation referred to any specific instance where they had suffered any hardship something could be done but I feel helpless in passing any definite order when there are only general statements of this kind mentioned above.

82. Item No. 23.—*Reduction in salaries and stoppage of increments.*—(Specific cases to be cited by the employees).—This includes demand No. 46A about the stoppage of increments of (1) Ayare (2) S. Subramania. In the course of the argument these two cases were given up so I need not say more on the matter.

(B) It shall not be open to the company to reduce the salary of any employee and they specially mentioned the names of R. G. Kamata and G. W. Pathye. The case of the Federation is at page 45 of the supplementary statement that Pathye's case was not properly enquired into. The company on the other hand points out that these two clerks were negligent in their work and therefore the company would have been justified in discharging them but taking a lenient view they were retained after reducing their increments. Pathye was suspended from service from 13th January 1950 and as a punishment after enquiry three increments were stopped. In the case of Kamata his pay was reduced by six rupees for giving wrong information. This is a matter of internal management and disciplinary action and I do not think a good case has been made out by the Federation.

83. Demand No. 46(C).—Those employees whose increments have been stopped for late attendance during the years 1947, 1948 and 1949 shall be given the arrears of such increments from the date of stoppage. With this item may be taken up the demand No. 66 which is with regard to stoppage of increments in 1950. There was a general demand with regard to late attendance which is No. 33 and these two are specific class of cases which have been referred to. Demand No. 33 is to the effect that for the employee who attends office late, casual leave should be cut at the rate of one day's casual leave for three days late in excess of sixty days late per year. If there is no casual leave due equivalent privilege leave should be

cut. If there is no casual leave or privilege leave due to the employee, salary should be deducted for as many days as would have formed reduction for casual leave. The company on the other hand points out that the practice of the company is to allow all employees 5 minutes' grace and 10 minutes grace to those who come from Thana, Borivili or from beyond those stations. Certain employees were making a habit of coming late and when increments were given in 1947 while revising the salary scale revised in 1946 increments were stopped in respect of those employees who had attended late on 100 or more working days in the year. They also submit that a circular was issued that disciplinary action would be taken against those employees who came late on more than 3 occasions in a month and further that such disciplinary action might take the form of stoppage of increment. These allegations had not been controverted by the Federation but they gave a list of persons whose increments were stopped for late attendance in the beginning of page 13 in their supplementary statement. I am afraid that these are matters for the management to look into and if there is a circular issued by them I see no reason why the circular should not be followed. Some disciplinary action has to be taken against people who are habitually late and the remedy suggested by the Federation does not seem to be quite adequate. At times, it would be more harsh than the present system.

84. Demand No. 65.—(List of names will be submitted later on).—Those employees whose increments and promotions have been stopped on account of their being on leave during the years 1947, 1948, 1949 and 1950 shall be restored such increments and promotions and this shall have effect from 1st July 1947. In the statement in para. 114 the Federation contents itself by saying that this demand is self-explanatory. The management on the other hand points out that increments were withheld in a particular year when an employee had been absent from duty for more than 6 months and they justify their action on the ground that increments are granted to an employee not only for the length of service but also the amount of work he has put in. It may also be noted that this matter was not before the late adjudicator, when the attention of Mr. Godiwala was brought to the fact he said that as instances were not so numerous as this time this matter was not raised that time. On the whole I am not satisfied that an award can be given in favour of the Federation, on this demand.

85. Demand No. 69.—Annual increments of Mr. P. T. Donde held over from the year 1950 shall be restored. The relevant paragraphs are 164, 171 and 274 of the Federation's statement. The relevant paragraph of the Company's statement is 163. The Federation says that Donde was the Secretary of the Head office employees' Union and had been the general secretary of the Insurance Federation at Bombay. He is also the Treasurer of the Federation of the Oriental Life Office Unions and the Secretary of the Office employees' Conference, Bombay. He was also on the canteen committee on behalf of the head office union. It is said that Donde was an enquiry clerk at head office. His duties were to attend to enquiries at the counter from the policy holders, agents and other who came for information. When there is no enquirer he gets some free time. On the 25th of September 1950, he was writing addresses on some covers wherein circulars of the office employees' conference had already been enclosed. Seeing him doing this, the Deputy Actuary demanded an explanation then and there asking Mr. Donde not to leave his seat before the explanation was given. The Assistant Secretary claims, was asked by that officer, to stand near Donde while Donde was writing his explanation and take an inventory of papers lying on his table. Mr. Donde's increment was stopped by the management although the increment was to have effect from 1st July 1950 and the incident on account of which the increment was stopped took place on the 25th of September 1950. The company says that Donde was found doing non-office work during office hours on several previous occasions for which he was warned several times orally and in his explanation he admitted his guilt and wanted to be forgiven for the incident on the 25th of September 1950. The company emphasises the fact that just as trade union officers are not to be victimised for their union activities they should not expect any preferential treatment. Donde has been examined in his case. In his statement on oath he says that no one was waiting for enquiry at the time, he had no office correspondence to attend to at the time nor any office work. He was never warned before even orally. He received Ext. 25 on 3rd of October, 1950. He also says looking at letter dated 25th of October 1950 from the manager that he had read it and he does not remember if any letter was sent by the union, contradicting the statement that he had been given repeated verbal warnings in the past. Perhaps reply to that effect was not sent. It appears to me that this case required serious consideration. This man was a prominent worker of the union, when he had no office work he was doing something connected with the union. It is said that he was warned before orally which he denies. If

it was thought that he was doing something against the rules a written warning would have been more desirable. The act of writing, something when there was no office work to be done, does not seem to me to be a violation of the rules much less does he deserve such a severe punishment. Moreover the increment that was stopped was for the year preceding the 1st of July 1950. So by his work which was not considered to be faulty he was entitled to that increment and if the announcement had been made within a reasonable time that increment could not have been stopped. In this case I am afraid that things were precipitated to a very great extent and the fault magnified unusually. Under these circumstances I think that the proper order would be to rescind the order stopping the increment of Donde. I am of opinion that a warning in writing would have been quite adequate in the circumstances.

86. *Demand No. 70.*—It says that company should not stop or withhold any employees' increment or promotion without the consent of the unions at the respective centres. When an employee's increment or promotion is stopped for one reason or another the amount so saved shall be credited to a fund called the staff welfare fund. This fund shall be managed by the union and management jointly at each centre. This matter was not before the last adjudicator. Evidently the Federation did not think it so important at that time nor had it been separately referred to in their statement. This is practically asking for a hand in the internal management of the company I would reject this demand.

87. *Demand No. 71.*—Reduction effected in the salaries of Messrs. F. R. Paymaster and L. F. Miranda, inspectors at Head office shall be cancelled and their respective salaries shall be restored to their original level. The Federation's statement is that the pay of Mr. Paymaster was reduced to Rs. 375 from Rs. 400 and then again to Rs. 325 and in the case of Mr. Miranda, it was reduced to Rs. 325 from Rs. 375 on the ground of fall in business which the Federation describes as slight. Ext. 23 shows the amount of work completed by these two persons respectively in the years mentioned against them. The company says that their cases should not be considered by the Tribunal because their work was of a supervisory nature and the work of these two inspectors has been consistently low. Inspectors are treated as officers and though paid on a salary basis are liable to have that reduced if the new business from their territory has been consistently low. Their pay must depend upon the result shown by them. I am afraid in the circumstances this demand cannot be allowed.

88. *Item No 24.—Retrenchment and victimisation.*—This is covered by demand 30(2), 48(J) and 68. Messrs. Lobo machine operator, statistical department and Bishun Prasad watchman and Asanand N. Jaggar, General II department of head office, Mr. R. P. Singh of Patna Branch and K. L. Vohra of Delhi Branch office shall be reinstated in their appointments (without any break in service). Further list of dismissed employees to be reinstated will be submitted later. This matter was not before the last adjudicator.

In para 125 of the statement the Federation says as follows:—

89. "With regard to demand 30(2) and 68 the following are the cases of wrongful dismissals except the case of K. L. Vohra which is a case of victimisation, namely Lobo statistical department, Bishun Prasad, R. P. Singh, K. L. Vohra, Ram Bhajan Sinha, Kedar Nath Misra, B. Narsiah, B. P. Vighese, D. S. Sakhakar, J. F. Lobo, Md. Shabir and Narayan Pillay. Their reinstatement should be ordered. At the time of hearing the Demand No. 68 the cases of Rambhajan Sinha, Kedar Nath Misra, Narsiah, Vighese Sakharkar, and Shabir were not pressed. Narayan Pillay is a sickman, he took long leave and had to go away even after joining. His case is not a fit case for reinstatement. In 32 also Asanand's case and R. P. Singh's case were not pressed. The case against Bishun Prasad was that when he was a watchman a typewriter was missing and therefore he was dismissed. About Lobo it is said that the punishment in his case was severe. In the case of J. F. Lobo it was said the punishment was also severe. The management say that the dismissals referred to in Demand Nos. 32 and 68 are quite justified. In the case of W. Lobo of the Head office statistical department, he handed a tabulator machine without any experience and in spite of instructions to the contrary with the result that the machine was so damaged that it was out of order for about a week and its repairs had to be done on an extensive scale. In the case of J. F. Lobo (A.N.F.) head office, his services were dispensed with from 4th May 1950 for being a slow worker and for giving false reports about the arrears of his work (*vide* Exhibit Z 20). Coming to the case of Mr. Vohra the Federation's supplementary statement at page 19 says as he was an active member of the union at Delhi, he was transferred to Bombay when he demanded travelling allowance in advance. I have gone into the evidence of Shri V. P. Chinda through whom documents relevant to Vohra's case had been put in Ext. 28 on behalf of the Federation.

Exts. F. F(1), F(2) and F(3) have been put in by the company. Mr. Vohra although he was not ill according to this witness did not appear before this Tribunal. The charge against him was that he was absent without permission for a long time and he should submit satisfactory explanation. The letter dated 25th June 1949 terminated his service as from 1st of March 1949. Through this witness it has been elicited that he had put in a declaration as the owner of a Printing Press known as Panchal Press. What was the company to do when he did not join his post and remained absent without permission? I do not think that a case of reinstatement has been made out in this case. No case of reinstatement has been made out in any of these cases. No order under this item 24 is called for.

90. 46(J). Transfer of certain employees of Delhi Branch shall be cancelled, namely (1) Chinta Mani Kapoor (2) Pora Deo Khanna, (3) R. D. Suneja (4) Indra Raj Sabhiki, (5) B. B. Handa, (6) Avtar K. Mehta. The period of absence of these employees during the recent conciliation proceedings shall be treated as special leave and they shall be paid full salaries for this period. This absence from duties shall not form deduction from their respective leave accounts. The case of the Federation is to be found in para 160 of their statement where they say that these transfers were made simply because they were active members of their respective unions. The cases of all the persons named except that of Chintamani Kapoor and Sabhiki were not pressed. Kapoor has been transferred to Lucknow and Sabhiki has been transferred to Agra. Ext. 27 has been brought on the record through B. P. Chinda. It is a statement prepared by him and except as a note it has got no evidentiary value. It is true that they were active members of a union and they had been transferred. But it must also be remembered that they were refugees and the company could have absorbed them only at places of their choice. Moreover Ext. F(4) dated 10th December 1947 is a sort of undertaking taken from the refugees from Pakistan that they may be transferred to any branch of the company depending on the requirement of the company. In the face of this Ex. F(4) I do not see how a grievance can be made if persons are transferred from one place to another even if these persons are active members of a union. I do not see any reason to rescind the order of the company.

91. Item No. 25.—As there is no case of reinstatement no order need be passed under this item.

92. I shall now deal with some demands which do not strictly come under any of the items mentioned in the Government notification, but as the Government notification says that the list is not exhaustive I will deal with these demands in spite of the company suggesting that these are outside the terms of reference. The demand No. 26 (Second part) free insurance up to Rs. 2,000 for lower grade employees payable at the age of 55 of the persons concerned. The federation in paragraph 98 of the statement simply repeats the demand. The company on the other hand refers to 1951 I.L.L.J. at page 97 where a demand by the workers of the Calcutta Electric Supply Co. for free electricity was rejected I would also reject this demand. It will be noticed that item No. 11 of the Reference speaks of insurance at a reduced rate of premium and not of free insurance. Demand No. 30(2) I have dealt with already.

93. Demand No. 30(9).—Sufficient number of peons shall be appointed so that for every 15 men in the department there shall be one peon, in addition, to an adequate number of peons for the cash, mails, stationery department etc., and for officers and banks and delivery work. This is a matter which should be left entirely to the manager's discretion and in the case of a similar demand the last adjudicator had also left it to the manager's discretion. I reject this demand.

94. Demand No. 30(10).—The workload (quota of work) shall be fixed in consultation with Head Clerk and Union jointly. This matter was not before the last adjudicator. The Federation's case is to be found in paragraphs 128, 129 and 130. They point out that the efficiency of the office has gone down and the interest of the policy holders is not looked after properly. The management on the other hand points out that the demand that the workload is to be fixed in consultation with Head Clerk and Union is unreasonable.

95. The technical knowledge and the ability to decide the quota of work to be given, are to be considered. They deny some of the allegations made against them and they resist the suggestion that the union and the Head Clerk should be consulted in the matter. In the course of argument a reference was made to the statement of witness Wall Md. that the work has come back to normal. The company also rely on Exhibits Z(21) to Z(26). I am afraid that from the nature of the demand it is difficult to give award in terms of the demand, I reject it.

96. Demand No. 30(11) for close co-operation between the management and the staff, the federation and the unions at the centres concerned shall be consulted in

all matters affecting the staff. The management characterised this particular demand as far-fetched, moreover, unless the Federation and the Unions are recognised how can the company be asked to consult them? I have already held the recognition of the unions and Federation is not an Industrial Dispute. I reject the demand.

97. *Demand No. 30(12).*—The officers and sub-officers to treat the staff courteously and lower grade employees should be addressed by their names. In other words this Tribunal is expected to order development of good manners in the officers and sub-officers. If the Federation had given us specific instances where the officers had been deliberately rude, something could be done. But to establish good relations between the officers and the subordinates all that this Tribunal can suggest is that the subordinates should be treated properly.

98. *Demand No. 30(13).*—No employees shall be used for private work by any officer or sub-officer of the company. Here also the same difficulty arises. No specific instance has been given. The company on the other hand says that this had never been done. In the face of this no order can be given in favour of the Federation under this demand.

99. *Demand No. 30(14).*—Union to be consulted in all cases of explanation of staff before any action is taken. This has not been specifically referred to by the Federation. Only a passing reference was made to it at the time of argument by the Federation. This is really a matter in which the members of the union should be on the alert. They should approach their respective union as soon as an explanation is called from them. I do not think it would be proper for the company to approach the Union in the matter. The demand is rejected.

100. *Demand No. 30(17).*—Co-operative credit society to be started at each branch office on the line of the co-operative credit society started at Head office. This is a matter in which the staff of the various branches should take the initiative. I am sure that there would be no opposition by the company. It is not suggested that the company is obstructing formation of co-operative societies at the Branches, but to ask that the company should be ordered to take the initiative is something which the Tribunal is not prepared to accede to vide *Fire Store Company's case 1951 I.C.R. page 983 at page 1020.*

101. *Demand No. 32(A and B).*—That the Head Clerk both at the Head office and the Branch offices should not have more than 15 assistants. This demand has been resisted by the company. This is another way of demanding that more Head Clerks should be appointed. It should be left to the discretion of the management to see whether more Head Clerks are wanted or not. It has also been pointed out that during the last adjudication and arbitration in paras 49 and 13 respectively a similar demand was rejected. It may also be noted that there are no Head Clerks at the branches. I reject the demand.

102. *Demand No. 32(E)—Enquiry clerk at the branch offices.*—The Federation at para 96 says that this demand has been made with a view not to burden the existing staff but to see that the policy holders get efficient service. The company points out that wherever it has been considered necessary at any branch office, enquiry clerk has been appointed. That being the situation I do not think to give any specific award in the matter.

103. *Demand No. 32(F).*—The staff at Allahabad, Lucknow, Madras, Patna and Head office shall be adequately increased. In their statement they have not mentioned anything specifically about this. In the course of argument it was said that 6 clerks should be appointed at Allahabad, 10 at Lucknow, 10 at Madras, 20 at Patna and 15 at the Head office (in the existing business departments). The company says that the staff as it stands at present is quite adequate and the work is going on smoothly till the go slow practice was adopted. I think this also is a matter of internal management and should not be interfered with.

104. *Demand No. 32(G).*—Index department at the Head Office shall be treated as a separate Department and Mr. G. B. Save should be appointed as the Head Clerk. The Department should hereafter be staffed by record grade assistants and all the present clerical grade assistants should be transferred from this department to other departments within a period of two years. The company points out that there is no index department as such at the head office. Many years ago there was a section of the New Business Department which kept a card register. This began to be loosely called Index Department. There was another section in the New Business Department which was called Medical Department which kept the record of the medical examiners of the company. As both these departments were very small they were combined and called New Business Group No. 1 Department. This was successively under Mr. Dandekar and Mr. Rele who

were both senior to Mr. Save, so there is no case made out for Mr. Save. As regards the other part of the demand about transfer of record grade assistants and clerical grade assistants, this to a certain extent is not consistent with the complaint made by the Federation about inter-branch transfers. I am afraid no case has been made out for this demand also, specially when the man in charge is senior to Mr. Save.

105. *Demand No. 33.*—Reporting to a staff officer after returning to duty from absence duly notified to office shall be discontinued. In para 136 the Federation says that the demand speaks for itself. In the course of argument it was said that it was humiliating. In the last adjudication the company's practice was approved in para 50 and I see no reason to differ from it.

106. *Demand No. 34(A).*—Those temporary employees who are now in service and put in service for three months or more shall be confirmed forthwith.

(B) Employees shall be confirmed hereafter after three months' service. This was before the last adjudicator where this demand that temporary staff should be confirmed after three months in all cases was considered. I have also gone through para 147 of the company's statement. The award runs as follows:—

"The company engages temporary staff only owing to exigency of work and therefore contend that as these men are taken as temporary hands and no guarantee is given to them that they will be confirmed in the service of the company. The company does not encourage persons who are already in permanent service elsewhere to give up their jobs and join here and they are specifically told that their services will be temporary. Therefore if these men are recruited as temporary hands it will not be proper to compel the company to make them permanent and thereby increase the overall strength of the company's staff. But where the normal strength of the company's staff requires to be increased and men are taken for that purpose as temporary hands then it is fair that they should not be made to wait indefinitely for confirmation and in such cases the company should confirm them at the end of six months or should intimate to them at the end of 6 months that they have no chance to become permanent so that they might, if they so desire, seek employment elsewhere and not stay in hope of confirmation. My award on this demand will therefore be on the above terms." Except for one point I respectfully agree with all that has been said in the above quotation. I am of opinion that a period of six months is too long a time to be kept as temporary hand. I would reduce the period to three months. My award would therefore be with regard to those persons who are taken in to increase the normal strength of the company's staff should be made permanent after three months, or they should be given notice after three months.

107. *Demand No. 44.*—Mr. K. A. Chari who retired from company's service on medical ground after twenty one years of service shall be treated as having retired on pension, he having subscribed the company's pension fund for more than 20 years. I am told by the company that his case is being reconsidered by the company. The sooner it is done the better because he cannot be kept in suspense for long. This is all that I can say in the matter.

108. *Demand No. 46(E).*—The demand is "Arrears at the rate of one increase at least shall be given to all the employees at Head Office from July 1948 onwards as awarded by Mr. M. C. Shah. Arrears of dearness allowance due to this adjustment shall also be given". In their statement in para. 157 they say that when the starting salary of the clerical grade was increased from Rs. 70 to Rs. 75 the adjudicator evidently intended to increase the salary of every clerical and higher employee by Rs. 5 at least or by one increment. They demanded the arrears of this increase and dearness allowance.

109. The relevant para. in the last award is para. 20. But to understand it paras. 15—19 should also be seen. Looking at these I do not understand how the Federation come to the conclusion that the adjudicator evidently intended to increase the salary of every clerical and higher employees by Rs. 5 at least or by one increment. The company points out that it has carried out all adjustments as provided in para. 20 of the award. I am afraid this demand must fail.

110. I have already dealt with demand 67 which the Federation said went along with it under Item 16.

Demand No. 46(F).—All graduates now in service shall be given arrears of salary at the rate of 3 increments as on 1st July 1949, as per Mr. Shah's award. Arrears of dearness allowance as per this adjustment shall also be paid.

In the statement para. 158 the Federation says that the company has not given any higher salaries to the graduates. The company should give two increments according to the last award. Arrears of salaries and dearness allowance should be paid from 1st July 1948.

111. The company denies the correctness of the statement of the Federation. They further point out that according to the agreement of 1946 between the Head office union and the company, an assumption of two years in starting salary was to be given on confirmation. The agreement is at page 22, Ex. G. The company says they have been acting on these lines. They further refer to para. 25 of Mr. Shah's award where this matter has been dealt with.

112. In the course of argument, the case of diploma holders was discussed but this was not discussed before Mr. Shah. Where there was an agreement and also an award, I see no reason to disturb the present state of affairs so far as this demand is concerned.

113. Demand No. 46(H).—The following employees who were not paid bonus for the year 1948 shall be paid arrears of the same.

(1) I. D. Mello (H.O.), (2) Anant W. Kedar (H.O.), (Further names to be added later on.)

In their statement in para. 159 the Federation says that the payment of bonus has no connection with the leave availed of by an employee in terms of the leave rules, therefore the employees named by them should be paid bonus for the years mentioned by the Federation. The company says that these two persons were not paid bonus for the year 1948, as they did not fulfil the conditions required for qualifying for a bonus as laid down in the resolutions of the Annual General Meeting of the company every year. A sample of the Resolution is to be found in Ex. 22. In this state of affairs in the absence of anything more concrete I do not see how this demand can be allowed.

114. Demand No. 46(I).—Mr. P. T. Pillai of Madras Branch who has been transferred to Bellary against his will shall be transferred to Madras Branch. This transfer took place in 1948. At first he was transferred to Nellore in 1936.

115. The company says that this was for exigencies of work. At Bellary there are only 3 or 4 clerks and when any vacancy arises amongst the senior staff an experienced man from another branch has to be sent there. This is a case of internal management and I would not interfere with this arrangement.

116. Demand No. 48.—Not pressed.

Demand No. 49(a).—No officer of the company including the manager shall be paid more than Rs. 3,000 per month inclusive of all allowances.

(b) No branch secretary of the company shall be paid more than Rs. 1,000 inclusive of all allowances. This has not been separately referred to in the Federation's statement nor in the course of argument much was said by them.

117. The salary of an officer depends upon the nature and the importance of the work done by him and is a matter entirely between the officers and the company. It should not be allowed to be regulated by a third party. This demand is rejected.

118. Demand No. 52(A).—The mess in the existing and the allied departments and the heavy workload in the existing business departments shall be investigated into and the entire system shall be reviewed and reorganised in consultation with the union at each centre.

119. (b) All actions of whatever nature such as (1) warning letters, (2) stoppage of increments and promotions and (3) dismissals as a result of alleged negligence, arrears and wrong report of arrears shall be reconsidered (names will be submitted later).

The Federation's case is to be found in paras. 116, 117. They refer to Ex. D of their statement which is a letter dated 27th June 1950 addressed to the Chairman of the Board of Directors of the company. I wish some one was examined on behalf of the Federation to give some specific instances of the irregularities and drawbacks complained. They say that the clerks are afraid of coming out openly to ventilate their grievances. Judging from the way in which the grievance has been ventilated in the statement I see no signs of fear there. The company in paras. 128 and 175 of their statement have pointed out the processes through which doubts are solved and difficulties removed by the officers of the company. It is only in cases of negligence that warnings or other punishments are awarded. As regards 52C, the company points out that where any serious irregularity is committed by any employee and it is found after investigation and after considering the explanation submitted by him that he was at fault, a warning letter is issued to him. I am of opinion that on the materials before me, I cannot give an award in favour of the Federation on this demand.

120. Demand No. 57.—The company shall reimburse Mr. K. P. Verma of Patna branch with a sum of Rs. 18/2 being the amount incurred for appearing before

the civil surgeon Muzaffarpur in connection with his application for examination of leave on medical grounds. The Federation's statement at para. 112 only reproduces the demand. At the time of argument it was said that the civil surgeon's fee has been paid, the demand is for expenses. The company's statement is that K. P. Verma suddenly left office and applied to the branch secretary for 31 days' leave from his native village on the ground that he was suffering from dyspepsia. This was supported by a certificate from a homeopathic doctor of Patna. The employee was asked to appear before the civil surgeon of Muzaffarpur which he did. The Civil Surgeon found him on the date of examination to join his post although it was before the end of the period of leave asked for. Exhibits 30(a) to 30(h) are the letters that passed between the branch secretary and K. P. Verma. This employee's home address is P.O. Chandpur, district Muzaffarpur. By Ext. 30(i) the company asked him to get himself examined by Dr. H. N. Prasad, Civil Surgeon, Muzaffarpur and produce his certificate. The employee was examined on the 27th February 1950 as mentioned in the employee's letter dated Patna 1st March 1950. As he undertook the journey under orders I think he is entitled to the sum of Rs. 18/2 which he claims. The question of the circumstances under which he absented himself is not of much importance. This is a very trivial matter and should not have come before this Tribunal. Under the special circumstances of the case my award is that K. P. Verma should be paid Rs. 18/2 as demanded.

121. *Demand No. 59.*—Reinstatement of Parimal Chandra Das, Sushil Chandra Das and Hemendra Nath Das formerly working in Dacca. The Federation says that these persons were employed in the branches because the first was the Secretary of the Union at Dacca and the other two were members of the working committee. The company points out that they have absorbed all the permanent employees from West Pakistan and have treated them as if they had continued in service. It cannot employ all the refugee employees from East Pakistan. Moreover these employees were working in East Pakistan so their cases cannot be taken up by this Tribunal. If as the company says these men were in East Pakistan no orders need be passed about them.

122. *Demand No. 63 (Second part).*—25 employees from Calcutta office and 18 employees from Patna office who were recently discharged shall be reinstated.

123. I have gone through the statements of the parties at para. 162 of the Federation's statement and para. 162 of the management, these clerks were temporary clerks and in order to make rooms for permanent employees from East Pakistan they were discharged. I see nothing wrong in this. The Tribunal's interference is not called for.

124. *Demand No. 68.*—The demand is for nine named persons to be reinstated but now the Federation presses the case of J. F. Lobo (A.N.F.), (H.O.) only.

It is not clear at all how it is made out that this is a case of wrongful dismissal [Vide observations under item 24]

125. *Demand No. 72.*—Temporary employees on confirmation to be given benefits of permanent employment from date of completion of three months' service. This demand is on lines similar to demand 34. My award is on the same lines as mentioned therein.

126. *Item No. 26 Standard Office accommodation.*—This item is covered by demand Nos. 36 and 54. In 36 the Federation says that the accommodation at head office and various branches is too small to accommodate the present staff and company's records. The company should acquire additional premises as the present accommodation militates against the principles of sanitation. This demand has been elucidated in para. 176 of their statement which is practically a repetition of the demand itself. The company says in para. 165 of its statement that reference should be made to para. 54 of the last award, where it was observed that though there might be a little congestion at the head office but in view of the present acute shortage of building accommodation it would be impossible to acquire any additional premises. He observed further that even if the company desired to acquire any further premises it would be practically impossible to do so in the city and in such circumstances therefore it is no good in asking the company to acquire new buildings. But the company informs us that after the Bank of India which was occupying the ground and 1st floor of the Oriental building vacated, only the 1st floor was allowed to be occupied by the company by the controller of accommodation. In Calcutta and Delhi they have buildings of their own but the tenants are not vacating under the respective rent acts. At Poona the office accommodation is more than sufficient and there is no specific complaint with regard to other branches. In view of the above I do not see any reason to pass an award in favour of the Federation on this demand.

127. Demand No. 54 *Office rooms to be well ventilated specially the record rooms.*—Proper sanitary and health arrangements should be made to keep the office free from ants, white ants, cockroaches, rats etc. I do not see why this demand has been put forward by the Federation. The company itself would be anxious to keep its office rooms in a good condition free from ants and rats and in their statement also they say the same thing that disinfectant fluids are sprayed in order to keep the flies free from moths and dusting is done properly. I do not see any force in the demand of the Federation.

• 128. *Item No 27.*—Policy regarding absorption and confirmation of employees of branches situated in Pakistan who have migrated to India and payment of rehabilitation grants and travelling allowances to such employees.

This item includes demand 29(6). Employees who were working at the company's offices in Pakistan and who are now working in any of the company's offices shall be treated as permanent employees without any break in service and shall be treated as confirmed employees of the office where they are working.

In its statement the Federation, apart from the demand, says that the company has shown discrimination in employing the refugee employees. In demand 29(7) the Federation wants that non-Muslim employees of the company who were working in any of the company's offices in East Pakistan shall be absorbed in the offices in the Indian Republic preferably at Calcutta, Patna or Gauhati without any break of service

129. The company in para. 132 of its statement says that it has absorbed all its former permanent employees in its branches in West Pakistan by giving them temporary employment at the Head office or in branches in India on the same salaries. They have been treated as if they had continued in service. They further say that they have still got offices in East Pakistan and its employees should continue there. The condition of non-Muslims in East Pakistan is different from that prevailing in West Pakistan. Moreover it is not possible to absorb all their employees from East Pakistan in the Indian branches.

130. On these materials I cannot pass an award in terms of these demand. All that I can say is that the company has acted sympathetically to its employees from West as well as East Pakistan but should any vacancy arise these refugee employees, other qualifications being equal, should be given preference in employment, if not already absorbed.

131. Demand No. 40(a).—Refugee employees shall be given travelling allowance equal to the expenses incurred by them for migrating from Pakistan to India.

(b) Refugee employees shall be given a rehabilitation grant equal to 6 months' earnings. These demands 40(a) and (b) cannot be allowed. The question of rehabilitation expenses is a matter for the State and merely because the employees migrate from Pakistan to India the company cannot be made liable for their travelling expenses. This demand No. 40 is rejected.

132. *Item No. 28 Recognition of the Federation of the Oriental Life Office employees Union.*—This item is mentioned in demand No. 30(1) which says that management should be unconditionally recognised the Federation of Oriental Life Office employees' Unions and all the branch office employees' unions and shall give them as also to the head office employees' Union the necessary facilities for carrying on their work such as:—

- (a) Facilities for carrying on the work of the Union and Federation in office building outside the office hours.
- (b) Permission should be given to keep a notice board and cup board in the premises.
- (c) Meetings of the various committees of the Union should be allowed to be held in the office premises.
- (d) Special leave up to a maximum of 15 days in a year should be granted to the representatives of the union or the office bearers of the Federation to attend meetings of the union or of the Federation. In their statement in para. 124 the Federation says that this demand is in compliance with the spirit of the times. The company on the other hand points out that the company has recognised head office union but it is not prepared to yield to the demand mentioned in sub-demand (a), (b), (c), (d). My attention has also been drawn to 1951 II L.L.J. page 283. I am afraid I must follow this case which is a decision by the Appellate Tribunal in the case of Dyer Makin Breweries Ltd.,

Lucknow, although I have expressed my views to the contrary in the Ref. No. 1 of 1949 of this Tribunal published in *Gazette of India Extraordinary*, dated 25th of May, 1949.

133. *Item No 29.*—The date from which the award in respect of various issues should come in force.

The Award shall become enforceable as mentioned in section 17A(1) of the Industrial Disputes Act except where money has been ordered to be paid, the payment shall be made within fifteen days from the date of its publication.

134. Before I close my award I would like to express my sense of appreciation of the valuable assistance and cooperation rendered by the learned counsels and advocate of both sides.

I accordingly give my award in the terms aforesaid.

S. P. VARMA,

Dhanbad, dated 22nd December, 1951

[No. LR90(7).]

N. C. KUPPUSWAMI, Under Secy.

